



भारत का राजपत्र

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गई विस्तीर्ण, शनिवार, अक्टूबर 18, 1997/अस्विना 26, 1919

No. 42]

NEW DELHI, SATURDAY, OCTOBER 18, 1997/ASVINA 26, 1919

इस भाग में प्रियत्व पृष्ठ संख्या दी जाती है जिसमें कि यह अन्य संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (एक मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रबन्ध कर बोर्ड

नई दिल्ली, 9 अक्टूबर, 1997

MINISTRY OF FINANCE

(Department of Revenue)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 9th October, 1997

का. आ. 2667.—सर्वसाधारण की सूचना के
लिए यह अधिसूचित किया जाता है कि केन्द्रीय सरकार,
द्वारा मौसर्स विवर्भ हाउसिंग डेवलपमेंट फाइनेंस कम्पनी
लि., अपर पैलेस, वेस्ट सैन्ट्रल रोड, धनटोली, नागपुर को
आयकर अधिनियम की धारा 36 (1) (VIII) के प्रयोजनार्थ
कर निर्धारण वर्ष 1996-97 से लेकर 1998-99
तक के लिए एक हाउसिंग वित्त कम्पनी के रूप में
अनुमोदित किया जाता है।

2 यह अनुमोदन इस शर्त पर दिया जाता है कि
कम्पनी आयकर अधिनियम, 1961 की धारा 36 (1)
(VIII) के उपबंधों के अनुरूप होगी और उनका अनुपालन
करेगी।

[अधिसूचना सं. 10442/फा. सं. 204/9/96—प्रायकरनि. -II]
मालथी आर. श्रीधरन, अवर सचिव

S.O. 2667.—It is notified for general information that
M/s. Vidarbha Housing Development Finance Co. Limited,
Amar Palace, West Central Road, Dhantoli, Nagpur has
been approved by the Central Government as a Housing
Finance Company for the purposes of Section 36(1)(viii) of
the Income Tax Act, 1961, for the assessment years 1996-97
to 1998-99.

The approval is subject to the condition that the company
will conform to and comply with the provisions of Section
36(1)(viii) of the Income-tax Act, 1961.

[Notification No. 10442/F. No. 204/9/96-ITA-II]
MALATHI R. SHRIDHARAN, Under Secy.

(आर्थिक कार्य विभाग)
(बैंकिंग प्रभाग)
नई दिल्ली, 30 सितम्बर, 1997

का.आ. 2668.—रण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम, 1985 की धारा 6 की उपधारा (5) द्वारा प्रदत्त शक्तियों के अनुसरण में, केन्द्रीय सरकार, एतद्वारा, औद्योगिक एवं वित्तीय पुनर्निर्माण बोर्ड के सदस्य श्री एम.एम. एस. श्रीवास्तव को, 1 अक्टूबर, 1997 से 31 दिसम्बर, 1997 तक की और अवधि के लिए औद्योगिक एवं वित्तीय पुनर्निर्माण बोर्ड के अध्यक्ष के रूप में कार्य करने के लिए प्राधिकृत करती है।

[एफ. सं. 7/17/96-बी.ओ.-I(i)]
मुख्यीर श्रीवास्तव, निदेशक

(Department of Economic Affairs)
(Banking Division)

New Delhi, the 30th September, 1997

S.O. 2668.—In pursuance of the powers conferred by sub-section (5) of section 6 of the Sick Industrial Companies (Special Provisions) Act, 1985, the Central Government hereby authorises Shri M. M. S. Srivastava, Member, Board for Industrial and Financial Reconstruction, to act as Chairman of the Board for Industrial and Financial Reconstruction for the further period from 1st October, 1997 and upto 31st December, 1997.

[F. No. 7/17/90/B.O.L.-I]
SUDHIR SHRIVASTAVA, Director

नई दिल्ली, 30 सितम्बर, 1997

का.आ. 2669.—रण औद्योगिक कंपनी (विशेष उपबंध) अधिनियम 1985 (1986 का 1) की धारा 6 की उपधारा (2) के साथ पठित धारा 4 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, एतद्वारा श्री एस. एल. कपूर को 1 अक्टूबर, 1997 से 31 दिसम्बर, 1997 तक की अवधि के लिए औद्योगिक तथा वित्तीय पुनर्निर्माण बोर्ड के सदस्य के रूप में पुनः नियुक्त करती है।

[एफ. सं. 7/17/96-बी.ओ.I(ii)]
मुख्यीर श्रीवास्तव, निदेशक

New Delhi, the 30th September, 1997

S.O. 2669.—In pursuance of the powers conferred by sub-section (2) of section 4 read with sub-section (2) of Section 6 of the Sick Industrial Companies (Special Provisions)

Act, 1985, the Central Government hereby re-appoints Shri S. L. Kapur, as a Member of the Board for Industrial and Financial Reconstruction from 1st October, 1997 and upto 31st December, 1997.

[F. No. 7/17/96B.O.I. (ii)]
SUDHIR SHRIVASTAVA, Director

नई दिल्ली, 7 अक्टूबर, 1997

का.आ. 2670.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3, खण्ड 5, खण्ड 6, खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, श्री के.सी. चौधरी, वर्तमान में अध्यक्ष एवं प्रबंध निदेशक, विजया बैंक को उनके कार्य भार प्रहण करने की तारीख से 31 मई, 2000 तक की अवधि के लिए सेंट्रल बैंक आफ इंडिया के अध्यक्ष एवं प्रबंध निदेशक नियुक्त करती है।

[एफ. सं. 9/15/97-बी.ओ.-I]
मुख्यीर श्रीवास्तव, निदेशक

New Delhi, the 7th October, 1997

S.O. 2670.—In exercise of the powers conferred by clause (a) of sub-section 3 of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3, clause 5, clause 6, clause 7 and sub-clause (1) of Clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970 the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri K. C. Chowdhary presently Chairman and Managing Director, Vijaya Bank as Chairman and Managing Director, Central Bank of India for the period from the date of his taking charge and upto 31st May, 2000.

[F. No. 9/15/97-B.O. I]
SUDHIR SHRIVASTAVA, Director

(बीमा-खण्ड)

नई दिल्ली, 6 अक्टूबर, 1997

का.आ. 2671.—केन्द्रीय सरकार, भारतीय जीवन बीमा नियम वर्ग 3 और वर्ग 4 कर्मचारी (सेवा के निबंधनों और गतों का पुनरोक्ति) नियम 1985 के नियम 13 के उपनियम (2) द्वारा प्रदत्त प्रशिक्षित का प्रयोग करते हुए, यह निर्धारित करती है कि वर्ग 3 वर्ग 4 के कर्मचारियों में मे प्रयोग

1 अप्रैल, 1996 को आरम्भ होने वाली और 31 मार्च, 1997 को समाप्त होने वाली अवधि के लिए बोनस के बदले में संदाय, उक्त उपनियम में अन्य उपबंधों के अधीन रहते हुए, उसके संबलम के 15 प्रतिशत की दर पर किया जाएगा।

[फ. स. 2(15)/रीमा-3/96]

राजेन्द्र प्रसाद, अवर सचिव

(Insurance Division)

New Delhi, the 6th October, 1997

S.O. 2671.—In exercise of the powers conferred by sub-rule (2) of rule 13 of the Life Insurance Corporation of India Class III and Class IV Employees (Revision of Terms and Conditions of Service) Rules, 1985, the Central Government hereby determine that, subject to the other provisions of the said sub-rule, the payment in lieu of bonus for the period commencing on 1st day of April, 1996 and ending with 31st March, 1997 to every Class III and Class IV employee shall be at the rate of 15 per cent of his salary.

[F. No. 2(15)|Ins. III|96]

RAJENDRA PRASAD, Under Secy.

उद्योग मंत्रालय

(औद्योगिक नीति और संबंधन विभाग)

नई दिल्ली, 29 अगस्त, 1997

का. आ. 2672 :—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के प्रनुसार में निम्नलिखित कार्यालयों को जिनके 80% कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:—

1. कार्यालय, उप नमक आयुक्त, अहमदाबाद
2. कार्यालय, सहायक नमक आयुक्त, जामनगर
3. कार्यालय, नमक अधीक्षक, उरण
4. कार्यालय, नमक अधीक्षक, भांडप
5. कार्यालय, नमक अधीक्षक, भयन्दर
6. कार्यालय, नमक अधीक्षक, ध्रग्नांत्रा
7. कार्यालय, नमक अधीक्षक, भावनगर
8. कार्यालय, नमक अधीक्षक, गांधीधाम

[सं. ई. 12012/1/97-हिन्दी]
श्रीमती प्रतिभा करत, संयुक्त सचिव

MINISTRY OF INDUSTRY
(Department of Industrial Policy and Promotion)

New Delhi, the 29th August, 1997

S.O. 2672.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rule 1976, the Central Government hereby notifies the following offices whose 80 per cent staff have acquired working knowledge of Hindi :—

1. Office of the Deputy Salt Commissioner, Ahmedabad.
2. Office of the Assistant Salt Commissioner, Jamnagar.
3. Office of the Salt Superintendent, Uran.
4. Office of the Salt Superintendent, Bhandup.
5. Office of the Salt Superintendent, Bhayander.
6. Office of the Salt Superintendent, Dhrangdhra.
7. Office of the Salt Superintendent, Bhavnagar.
8. Office of the Salt Superintendent, Gandhidham.

[No. E-12012/1/97-Hindi]

SMT. PRATIBHA KARAN, Jt. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(भारतीय चिकित्सा पद्धति एवं होम्योपैथी विभाग)

पुष्टिपत्र

नई दिल्ली, 29 सितम्बर, 1997

का. आ. 2673 :—नारीव 15-4-97 के भारत के राजपत्र भाग II, खंड 3, उपखंड 2 में प्रकाशित तारीख 7 फरवरी, 1997 की अधिसूचना का. आ. संख्या 699 में पृष्ठ सं. 1557—1559 पर श्रम संख्या 12 ग को 12 घ पढ़ा जाए।

[सं. वी. 27021/4/89-होम्यो]
चिरंजी लाल, अवर सचिव

**MINISTRY OF HEALTH & FAMILY
WELFARE**

(Department of ISM & Homoeopathy)

CORRIGENDUM

New Delhi, the 29th September, 1997

S.O. 2673.—Read Sl. No. 12C as 12D appearing on page No. 1557—1559 in the Notification S.O. No. 699 dated 7th February, 1997 published in the Gazette of India Part II, Section 3, Sub-Section (ii) dated 15-4-1997.

[No. V-27021/4/89-Homoeo]

CHIRANJI LAL, Under Secy.

इस्पात मंत्रालय

संशोधन

नई दिल्ली, 30 सितम्बर, 1997

का.आ. 2674.—केन्द्रीय सरकार को यह प्रतीत होता है कि तरल लौह अयस्क के बैलाडिला से विशाखापत्तनम तक परिवहन के लिए सोकहित में यह आवश्यक है कि मैसर्स एस्टर लि. द्वारा मध्य प्रदेश, उड़ीसा और आन्ध्र प्रदेश राज्यों से होकर गुजरने वाली पाइप लाइनें बिछाई जानी चाहिए:

और यह प्रतीत होता है कि ऐसी लाइन बिछाने के लिए उपायद अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 52) की धारा 3 की उपधारा (1) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुए उपयोग के अधिकार का अर्जन करने का अपने आण्य को घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि से हितबद्ध कोई भी व्यक्ति इस अधिसूचना के प्रकाशन की तारीख से 21 दिन की अधिकार के भीतर भारत सरकार के इस्पात मंत्रालय की अधिसूचना का.आ. 3501 तारीख 17 दिसम्बर, 1994 और बाद में संशोधित का.आ.सं. 2121 तारीख 5-8-95 और का.आ.सं. 1795 तारीख 1 जुलाई 1997 में अधिसूचित सक्षम प्राधिकारी, अर्थात् यथास्थित उप खण्ड मजिस्ट्रेट दन्तेवाडा, मध्य प्रदेश मनकानगरी कलेक्टरेट के राजस्व अधिकारी, राजस्व अनुभाग वे प्रभारी अधिकारी मलकानगरी, उड़ीसा या भूमि पर थेलाधिकार रखने वाले विशेष उप कलक्टर (भूमि अर्जन), एस्टर गुजरात नि., विशाखापत्तनम के पास भूमि के नीचे बिछाई जाने वाली पाइप लाइन के संबंध में आपत्ति कर सकता है।

ऐसी आपत्ति करने वाला प्रत्येक व्यक्ति विशेष रूप से यह भी बताए कि वह सुनवाई व्यक्तिगत रूप से या विधिव्यवसायी माध्यम से करता चाहता है।

अधिसूचना सं. वी.एन.एस.-2(3)/91-प्राई.डी.एस. में उल्लिखित अनुसूची

राज्य : मध्य प्रदेश

सक्षम प्राधिकारी, उप-खण्ड मजिस्ट्रेट दन्तेवाडा, जिला-दन्तेवाडा, मध्य प्रदेश

जिला—बस्तर, मध्य प्रदेश

तदृसील : कोन्सा

क्र.सं. गांव का नाम	सर्वेक्षण संख्या	हैक्टेयर क्षेत्र	भूमि का प्रकार
1	2	3	4
1. कोर्फ	1884, 1887, 1899, 1904, 2806, 2786, 2787, 2777, 2755, 2688, 2663, 2664, 2662, 2661, 2642, 1903, 2834, 2835, 2825, 2828, 2827, 2826, 2807, 2766, 2765, 2762, 2756, 2689 और 2638	3. 864	निजी
		3. 098	सरकारी

1. कोर्फ	1884, 1887, 1899, 1904, 2806, 2786, 2787, 2777, 2755, 2688, 2663, 2664, 2662, 2661, 2642, 1903, 2834, 2835, 2825, 2828, 2827, 2826, 2807, 2766, 2765, 2762, 2756, 2689 और 2638	3. 864	निजी
		3. 098	सरकारी

1	2	3	4	5
2.	परिया	160, 161, 288, 229, 230, 236, 237, 238, 176, 185, 220, 232/2 और 229 130/433, 130, 131, 132, 133, 134, 142, 143, 144, 145, 178, 186, 216 और 240/1	1. 847	निजी
3.	मोरीकी	1204, 1203, 1198, 2120, 2131, 2235, 1895/1, 1895/2, 2. 722 1903, 1904/1, 1904/2, 2130, 2135, 2143, 1901, 23/15, 2307, 2232, 2226, 2236, 2209, 2229, और 2224 1193, 1195, 1196, 1199, 2128, 2129, 2223, 2233, 2238, 2241, 2314, 2318, 2120	2. 065	सरकारी
4.	मनकपाल	302, 306, 308, 311, 312, 318, 320, 321, 926, 826, 837, 852, 853, 856, 985, 817, 336, 341, 817, और 334 305, 305, 305, 303, 304, 307, 306, 313, 313, 337, 340, 340, 331, 828, 828, 838 और 311	3. 258	निजी
5.	गडिराम	2149, 2151, 2152, 1959/1, 1959/6, 2002, 2003, 2004, 2008, 2223, 2090, 2227, 2046, 2064, 2029, 2026, 2025, 2028, 2033, 2054/1, 2100/2, 2054/2, 2053, 2065, 2051, 1958/3, 2038, 2040/1, 1860, 1847, 1853, 3341 1839, 1840, 1967, 1966, 1968 3344, 1863, 1974/2, 1852, 1859, 3339, 1959/2, 1959/3, 1959/4, 1842/2, 1843, 3338, 3343/2, 3347, 3348, 3350, 3386/1, 3398, 3601/3, 3605/2, 3608, 3386/2, 3601/2, 3606/1, 3395/1, 3396, 3397, 3493, 3405/2, 34/81/1, 3483, 3479/2, 3477, 3481/2, 3479/1, 3597/2, 3467, 3468 3465/3, 3465/2, 3470/2, 3465/1, 3470/1, 3591, 3594, 3604, 3596/1, 3601/1, 3602, 3352/1, 2100, 2035, 2228, 2066, 2067, 2039 2111, 2153, 2222, 2246, 2044, 3388, 3480, 3478, 3473, 3474, 3475, 3469, 3592, 3607, 3610, 3201, 1876, 2247, 2001/1, 2052 और 2045	1. 997	सरकारी
6.	जिरम्पाल	829/2, 828/3, 829/1, 844/4, 844/5, 966, 968, 972 973, 974, 975/2, 976, 878, 980, 986/10, 986/8, 986/9, 986/7, 986/1, 986/3, 986/2, 982, 983, 984, 1044/2, 1045, 1047, 1048, 1050, 1051, 1052, 1053/1, 1055/2, 1054/1, 1059, 1058, 1110/1, 1104, 1105/2, 1100, 1100/1, 1102, 1098/4, 1099, 1096, 1091, 1094, 1092, 1193, 1195/1, 1201/1, 1105/1, 1110/2, 1198/1, 1100/2, 841, 842, 1190, 1196	7. 303	निजी
7.	रामपुरम	244, 243, 248, 250, 260, 259, 258, 257, 277/2, 277, 374, 373, 384, 413, 414 432 और 431 256, 264, 372, 362, 412, 430, 438, 440, 439	2. 957	निजी
			0. 731	सरकारी

1	2	3	4	5
8.	मुख्योंडा	413, 414, 415, 418, 420, 444, 472/2, 473/2, 474, 481, 482, 483, 484/2, 486, 491, 492, 494, 495, 427, 529, 530, 533, 539, 540, 542, 543, 544, 553, 554, 555, 556, 557, 558, 559, 729, 738, 746, 761, 1015, 1016, 1020, 1029, 1034, 1025, 1032, 1054 1063, 1150, 1151, 1153/1, 1154, 1160, 1161, 1163, 1164 1169, 1171/1, 1171/2, 1171/3, 1171/4, 1229, 1244, 1245, 1246/2, 419, 485, 505, 727, 728, 760, 763, 765, 766, 1028, 1029, 1033, 1062, 1152, 1168, 1170, 1209, 1202, 1228, 1232 1241	7.385	निजी
9.	मुक्ता	454/1, 454/2, 455, 463/1, 463/3, 463/4, 465, 466/1, 466/3, 472/1, 472/2, 472/3, 472/5, 476/1, 476/2, 477/1, 477/2, 477/3, 508/2, 502/3, 503, 505, 508, 1301/3, 1302/4, 1318, 1325, 1323, 1329, 1343/1, 1343/4, 1343/2, 1245, 1346/1, 1346/3, 1348/1, 1348/2, 1350, 1415, 1416, 1420, 1426/3, 1464, 1548, 1550, 1550—प्राम औ, 1552—एस ओ 464/1, 464/2, 464/3, 435, 1196 1301/4, 1301/2, 1302/1, 1302/2, 1303/3, 1305, 1327/1, 1327/2, 1327/3, 1327/4, 1330/1, 1332, 1343/1, 1334/2, 1485, 1487/1, 1485, 1498, 1549, 1718, 528, 530, 531, 533, 534	7.009	निजी
10.	मनमीपाल	6, 7, 8, 9, 34, 66, 82/2, 87, 140, 141, 142/1 34/306, 35/305, 44/307, 64, 65, 67, 82/1, 175, 177	1.376 2.925	निजी सरकारी
तहसील—दान्तेवाडा				
1.	किरनदुल	273, 384/2, 289	0.172 0.570	निजी सरकारी
2.	भद्राडी	6/1—टी, 6/1—टी, 6/1टी 6/1—टी 6/1	0.780 0.020	निजी सरकारी
3.	पोरपा	5/1, 87, 89, 91, 95, 105, 122, 134, 136, 138 और 133 90, 88, 104, 139, 137, 135, और 129	1.79 0.95	निजी सरकारी
4.	चोलनार	238, 247, 355, 356, 52, 234, 281, 322, 351, 352, 374, 12, 43, 317, 319, 48, 40, 233, 313, 386, 230, 54, 281, 285, 315, 318, 330, 287, 232, 314, 55, 248, 286, 321, 373, 42, 9, 10, 280, 231, 375, 392, 376, और 354 41, 382, 51, 388, 311, 312, 387	5.79 0.70	निजी सरकारी
5.	कालोपाल	20/2, 21/1, 51, 54, 56, 1/1-टी, 1/1-टी, 1/1-टी, 16, 17/8, 17/9, 17/13, 17/1 4, और 17/16 1/12 और 55	1.926 0.719	निजी सरकारी

(1)	(2)	(3)	(4)	(5)
6.	टीकानपाल	472/1-टी	0. 640	निजी
7.	पालनार	1, 369/1 टी, 369/44, 4/1, 3/1, 369/1-टी, 7, 9, 369/1-टी 10/1, 17, 369/1 टी, 61, 369/1 टी, 60, 369/1 टी, 56/2, 369/1 टी, 369/1 टी, 57, 58, 369/1 टी, 84/4, 51, 85, 88/1, 48/1, 91/2, 97/1, 97/2, 99, 100, 105, 106/1, 111, 112, 172/1, 103/6, 103/1 टी, 223/1 टी, 223/1 टी, 221/2, 223/1 टी, 560/1 टी, 500/1 टी, और 296 2, 64 और 103/1 टी	9. 969	निजी
8.	फूलपाल	55/1,-सी एच 325/1-टी, 325/1-टी, 57/1, 325/1-टी, 85/1, 85/3, 85/3, 325/1-टी, 325/1-टी, 325/1-टी, 325/1-टी, 238, 239, 325/1-टी, 325/1-टी, 217/3, 217/6, 235/1-टी, 216/1 टी, 235/1 टी, 332/3, 325/1-टी, 332/1, 325/1-टी, 327, 325/1-टी, 328/5, 325/1-टी, 328/10, 325/1-टी, 328/8, 325/1-टी, 331 और 325 325/1-टी, और 351	0. 696	सरकारी
9.	किदरीराम	8/2, 12/1, 81/2, 68/12, 75, 68/15, 68/17-के और 62/2 6, 8/1, 81/1, 15, 68/1, 70, 69, 63, 62/1, 82	1. 240 1. 084	निजी सरकारी

जिला : विज्ञासाप्त इनम्

तहसील : गुरुबाका

शुद्धारा	91, 92/2, 99/11, 99/14, 99/15, 99/16, 101/2, 101/4, 99/19, 101/3, 101/5, 149/1, 149/2, 149/14, 149/17, 149/24, 128/2, 146/2, 126/3, 126/13, 128/7, 128/8, 128/10, 136/3, 137, 136/1, 138/2, 138/3ए, 129/1, 130/4, 130/5, 136/14, 140/3, 149/13, 149/15, 149/19, 149/16, 149/18, 149/20, 149/21, 149/23, 149/29	2. 186	निजी
शुद्धमान्नपालेम	1/1ए, 1/3ए, 25, 29/1, 30/1, 31/1	1. 193	निजी
कवीरेश्वरा	90/1, 90/2, 90/3, 91/1, 91/2	0. 28	निजी
लग्नाराजूंठा	40/1, 41/1, 41/2, 54/1, 55/3, 58/1 टी, 58/2 टी, 58/3 टी	0. 817	निजी
हंगालम	4/1, 4/2, 4/8, 5/2 टी, 5/3 टी, 5/4 टी, 5/5 टी, 5/6 टी, 5/7 टी, 5/8, 5/9, 5/11 टी, 13/4, 13/5, 75/1ए, 75/3 सी, 99/4, 77/5ए, 99/11, 99/10, 99/3, 99/9, 108/7, 108/8, 108/10, 157/1, 158/2, 158/3, 130/3, 131/1, 131/2, 132/1-ए, 132/21ए, 134/6, 134/7, 134/8, 134/16, 134/17, 134/18, 134/19, 132/1, 132/2, 132/3, 133/7, 133/4ए, 133/8, 133/9, 133/10, 133/11, 133/14ए, 140/1, 140/2, 137/1, 138/2, 138/3, 138/8, 138/10, 139/10, 138/9, 139/17, 138/11, 139/3- 139/9, 139/11, 139/12, 139/13, 139/14	2. 618	निजी
शक्तिरेड्डीपालेम	4/2, 4/3, 5/3, 4/5, 4/14, 4/15, 4/16, 5/1, 5/2, 11/1, 11/5, 11/6, 11/8, 11/9, 11/12, 11/13, 11/14, 11/15, 15/1, 15/2	0. 603	निजी

(1)	(2)	(3)	(4)	(5)
	तहसील—पारावाडा			
मेरीपालेम	5/2		0.08	नियंत्रि
8. पेंडामुशीहीवाडा	211, 217, 213, 225/1, 226/1, 226/3, 226/4, 226/5, 226/6, 226/7, 226/8, 226/9, 226/10, 226/11, 226/12, 226/13, 226/14, 242/3, 240/23, 240/24, 240/28, 240/29, 242/1, 274/1, 242/4, 242/5, 242/6, 242/9, 242/11, 242/12, 242/13, 275/8, 274/8, 274/10, 275/1, 304/2, 318/18, 304/3, 309/17, 312/2, 309/18, 312/1, 312/4, 312/9, 318/8, 318/9, 318/14, 318/15, 318/17, 318/16, 320/1, 320/26, 320/5, 381/2, 384/1, 385	3.727	नियंत्रि	
	तहसील - अनकापाली			
9. रेवळा	31/3, 31/7, 31/4, 31/6ए, 31/9ए, 31/10, 31/12, 32/1, 34, 37/30ए, 37/27, 37/28, 46/2, 47/1सी, 47/2सी, 47/3, 47/5, 60/1, 60/2, 60/5, 60/3, 60/4, 60/6, 60/10, 60/13, 60/14, 61/2, 61/1, 61/7, 61/4, 61/5, 61/6, 62/2, 62/4, 140/1, 141/1, 141/3, 141/4, 142/2, 142/1, 172/1, 172/2, 172/3, 172/6, 173/1, 173/5, 175/2, 187/7, 187/8, 185/1ए, 186/1, 191, 192/3, 192/9, 192/4, 192/7, 192/8, 192/11, 192/15, 192/19, 197/2सी, 197/8ए, 197/3, 197/4, 197/5ए	3.533	नियंत्रि	
10. मारुती	124, 127/6, 128, 125/1, 125/2, 126/3 127/2, 127/3, 165/13, 127/4, 127/5, 157/1, 157/8, 157/10, 158/11, 158/2, 158/4, 161, 162/2, 163/4, 163/7, 163/8, 163/9, 163/11, 165/1, 165/2, 165/11, 165/12, 186/4, 186/5, 186/6, 186/7, 186/8, 186/9, 186/10, 186/15, 187/1, 187/6, 187/8, 187/9, 188/1, 188/2	2.654	नियंत्रि	
11. बावूलावाडा	47/1, 94/1, 94/2, 94/4, 94/5, 96/2, 96/6 96/7, 96/9, 96/10, 96/11, 97/2, 97/5, 99, 118/1, 118/2, 118/3, 151/1, 151/2, 151/3, 151/4, 151/5, 152/1, 152/2, 152/3, 153/1, 153/2, 153/3, 153/4, 153/5, 153/8, 154, 163/1, 163/2, 163/5, 187/1, 187/2, 197/3, 198/1, 199/6, 202/16, 202/17, 202/18, 202/19, 202/29, 202/30, 202/33, 202/34, 205/16, 205/1 205/2, 205/10, 205/15, 205/12, 205/18, 206/1, 206/2, 219/3, 219/5, 219/10, 219/8, 220/1, 220/7, 220/9, 220/3, 220/8, 224/1, 224/2, 224/3, 224/4, 224/5, 224/6, 224/7, 224/10, 224/8, 226/1, 226/2, 226/3, 226/4	4.346	नियंत्रि	
12. कुलांडी	8/1, 9/10, 10/13, 10/16, 10/17, 10/18, 11/1, 12/1, 12/1, 12/2, 12/3, 13/1, 13/2, 13/3, 13/4, 15/2, 15/3, 15/4, 15/8सी, 15/7, 15/8, 76/3, 87/7, 87/8, 90/4, 90/5, 90/11, 90/15, 90/12, 91/4, 91/5, 91/6, 91/7,	3.071	नियंत्रि	

(1)	(2)	(3)	(4)	(5)
		97, 99/3, 99/2, 99/4, 100/1, 100/2, 100/3, 100/5, 100/6, 100/4, 100/7, 127, 123, 179, 185/1, 185/2, 185/3, 185/4, 187/1, 187/2, 187/3, 188/10, 188/11, 189/2, 189/3, 190/16, 190/18, 190/19, 192/2, 192/3, 222/1, 222/2, 222/3, 222/4, 222/13, 222/5, 222/10, 222/6, 222/8, 222/7, 222/9, 222/11, 222/12, 226/1, 226/2, 226/3, 226/4, 226/5, 226/6, 233/3, 234/7, 233/4, 234/10, 233/6, 233/9, 234/5, 234/6, 234/8, 234/9		
13.	सोनानागराम	57/2, 60/2, 60/3, 60/7, 60/8, 60/9, 60/10, 88/3, 88/4, 87/8, 87/9, 90/8, 109/1, 111/1, 111/3, 111/7, 111/10, 111/11, 111/12, 112/2, 113/6, 115/7, 115/8, 116/3, 116/4, 116/5, 117/1, 118/9, 119/1, 119/2, 119/3, 119/5, 119/8, 120/14, 120/15, 120/16, 122/1, 120/17, 120/18, 120/19, 120/25, 122/12, 122/14, 514/15	2. 234	नियमी
14.	गोपालपुरम्	21/1, 21/2, 21/14, 21/15, 22/1, 22/12, 22/13, 22/15, 22/21, 22/22, 23/18, 23/19, 23/22, 24/1, 27/1, 24/2, 24/3, 27/2, 29/1, 27/3, 29/2, 29/3, 29/4, 29/5, 29/6, 29/7, 29/10, 32/2, 32/3, 35/1, 35/2, 35/3, 35/10, 35/11, 35/12, 40/4, 40/5, 40/6, 40/7, 40/8, 40/9, 45/4, 45/3, 45/5, 45/9, 45/10, 47/9, 47/10, 48/11, 48/12, 48/13, 48/16, 50/1, 50/9	1. 429	नियमी
15.	कुट्टम	21/1, 25/2, 30, 30/1, 32/1, 32/2, 46/1, 57/5, 58, 59/5, 59/9, 59/14, 61/2, 61/3, 64/11, 66/1, 66/4, 66/6, 279/1, 279/2, 279/3, 279/4, 279/5, 279/6, 281/1, 282/2, 283/1	2. 679	नियमी
16.	गोलगाम	137/1, 137/3	0. 83	नियमी
17.	मारेहुपुरी	139/8, 139/9, 142/8, 139/10, 139/17, 142/5, 142/6, 142/10, 142/7, 142/12, 142/9, 142/11, 142/18, 142/20, 142/21, 142/26, 145/13, 145/14, 145/18, 145/11, 164/1, 164/2, 164/3, 203/3, 206, 208/1, 213, 203/2	4. 68	नियमी
18.	थुम्मापाला	215/1215/2, 242/1, 243, 242/5, 242/10, 242/6, 242/7, 242/8, 245/2, 245/3, 245/4, 245/5, 246, 247/1, 247/2, 248/19, 282/20, 248/21, 248/22, 251/2, 251/3, 251/4, 251/6, 251/7, 248/18, 251/10, 274/1, 274/2, 274/4, 274/3, 276/1, 276/2, 278/1, 286/2, 206/3, 287/1,	2. 711	नियमी

(1)	(2)	(3)	(4)	(5)
तहसील : रोलूगंटा				
19. बाट्टावानी गोरामपेटा	42 पी		2. 732	निजी
20. अडासाराम	3/3पी, 4पी, 7/1पी, 7/2पी, 35/1पी, 82/1ए(पी), 82/6पी, 82/9पी 5. 674 82/32ए(पी), 82/32बी(पी), 82/51पी, 12/47पी,, 36पी, 82/49पी, 82/49पी, 82/50पी			निजी
21. कोणालाम	45/1पी, 45/2पी, 45पी, 54/1पी, 54/2पी, 59/1पी, 59/2पी, 59/5पी, 59/6पी, 59/10पी, 59/12पी, 65/1पी, 65/2, 65/4पी, 65/5पी, 112/3पी, 113/3पी, 113/4पी, 147/1पी, 148/2पी, 149पी, 150/2पी, 150/3पी, 150/4पी, 150/5पी, 150/6पी, 150/7पी, 150/8पी, 150/9पी, 150/11पी, 150/12पी, 152/1पी, 152/2पी, 152/3पी, 152/4पी, 152/5पी, 152/6पी, 152/7पी, 152/8पी, 153/पी, 154 पी, 159/1पी, 159/2पी, 159/6पी, 162/1पी, 162/3पी		3. 42	निजी
22. रतनामपेटा	74/1पी, 74/8पी, 74/9पी, 74/14पी, 74/15पी, 74/16पी, 74/17पी, 74/20पी, 75/6पी, 75 7पी, 75/8पी, 75/9पी, 75/10पी, 75/11पी, 75/12पी, 76/8पी, 76/9पी, 76/10पी, 76/11पी, 76/13पी, 76/14पी, 76/15पी, 76/16पी, 76/17पी, 76/18पी, 78/4पी, 78/5पी, 78/6पी, 78/7पी, 91पी, 94/2पी, 98/4पी, 98/5पी, 98/6पी, 98/7पी, 98/8पी, 98/9पी, 98/12पी		1. 793	निजी
23. साराभाराम	13/1पी, 13/2पी, 13/3पी, 17/1पी 17/2पी, 17/4पी, 17/5पी, 21पी, 24/2पी, 78पी, 81पी, 82पी, 83पी, 90/5पी, 90/6पी, 90/7पी, 90/8पी, 90/9पी, 90/10पी, 90/11, 90/12पी, 91/पी, 92पी, 94पी, 95पी, 96/4पी, 110/पी, 112पी 113पी, 115/1पी, 115/2,पी, 115/3पी 115/4पी 116/1पी, 116/2पी, 116/3पी, 116/4पी, 118पी, 119/1पी, 119/2पी, 120पी, 121/1पी, 121/1पी, 121/2पी, 122पी, 124पी, 211पी, 214/1पी, 214/2पी, 214/3पी, 214/4पी, 214/5पी, 214/6पी, 215/1पी, 215/2, 215/4		2. 685	निजी
24. गंगापुरम	1पी, 6/5पी, 7पी, 14/2पी, 14/3पी, 14/4, 14/5पी, 14/5पी, 14/7पी, 16/4पी, 16/5पी, 17पी		2. 098	निजी
25. राजाशापेटा	33पी, 37/2पी, 37/4पी, 37/5पी, 37/8, 37/9पी, 37/10पी 39/1पी, 39/2पी, 39/3पी, 39/4पी, 40/1पी, 40/2पी, 40/3पी, 56/1पी, 58/1पी, 58/2, 59/1		2. 088	निजी
26. कोहप्रोलू	232पी, 251पी, 252पी, 253/1पी, 257पी, 258पी, 275/2पी, 275/3पी		1. 367	निजी
तहसील : रविकामाटाम				
27. जी. छीदीपालली	76/5, 76/6, 76/1, 63/1, 63/2, 63/3,		1. 882	निजी
28. पी. पोस्तावोलू	69, 71, 73, 90/3, 92, 93/4, 137/2, 138/7, 138/8, 139/8, 139/9, 144/2, 148/1, 148/2, 148/3, 148/4, 148/5		2. 776	निजी

(1)	(2)	(3)	(4)	(5)
29. मेहीवाडा	192, 191/7, 191/5, 248/3, 248/11, 248/9, 248/7 248/20, 248/19, 248/25, 248/26, 248/27, 248/28, 252/16, 252/15, 252/14, 252/13, 252/10 252/9, 252/12, 252/1, 252/2, 252/3, 177/5, 256/14, 256/15, 256/16, 260/13, 260/12, 260/10, 261/17, 261/18, 261/19, 200/16, 200/18, 200/15, 227.	1. 967	निजी	
30. मारुपाका	172/2, 173/1, 173/2, 173/3, 244/3, 244/4, 244/4	3. 982	निजी	
31. गुडीवाडा	336/6, 338/3, 326/8, 326/9, 326/10, 326/11, 340, 341/2, 341/3, 341/4, 341/6, 341/10, 341/11, 341/12, 342/02.	0. 692	निजी	
32. शोभा	16, 17/1, 17/0, 19/1, 19/3.	0. 809	निजी	
33. छोड़ापुडी	71/1, 71/2, 71/3, 71/4, 71/5, 71/6, 71/7, 71/8, 71/9, 71/10, 71/11, 71/12, 71/13, 71/14, 71/15, 71/16, 72/1, 85/2, 86, 87, 84/2, 88/2, 131/1, 130/2, 129/2, 129/3, 128, 127, 124/1, 124/2ए, 113/2ए, 120/4, 120/5, 120/6, 120/7, 120/8, 120/9, 121/1, 121/2, 121/3, 291/5, 291/6, 291/7, 291/8, 291/9, 291/10, 291/12, 291/15, 291/16, 291/17, 291/18, 291/20, 286/5, 286/6, 286/10, 284/1, 284/2, 284/3, 284/4, 284/5, 284/8, 283/1, 283/2, 287/1, 287/2, 287/3, 322/5, 323/6, 326/7, 326/8, 326/9, 341/1, 345/2, 345/22, 352/2, 350, 344/4, 378/2, 390/6, 390/7, 390/8, 390/9, 390/10, 389/2, 389/1, 388, 387/1, 384/1.	6. 616	निजी	
24. कोथाकोटा	2/2, 3, 6/6, 6/4, 10/2, 10/10, 10/7, 10/8, 10/11, 10/9, 10/32, 10/27, 10/28, 10/29, 10/30, 10/35, 10/36, 9/11, 9/10, 9/12, 14/2, 165, 167, 169, 171/2.	2. 246	निजी	
तद्दसील : बुधायापेटा				
35. राजाम	108/1, 108/2, 108/3, 108/4, 108/5, 108/6, 108/8, 109/1, 109/2, 109/3, 109/4, 109/5, 109/6, 109/7, 109/8, 109/9, 109/10, 109/11, 109/12, 109/13, 109/14, 109/15, 109/16, 109/17, 109/18, 109/19, 109/20, 109/21, 109/22, 109/23, 109/24, 109/25, 109/26, 110/1, 110/2, 110/3, 110/4, 110/5, 110/6, 110/7, 110/8, 110/9, 110/10, 110/11, 110/12, 110/13, 110/14, 110/15, 110/16, 110/17, 110/18, 110/19, 110/20, 110/21, 110/22, 110/23, 110/24, 110/25, 110/26, 110/27, 110/28,	3. 440	जिजी	

(1)	(2)	(3)	(4)	(5)
		155/5, 155/4, 155/6, 155/8, 155/9, 155/10, 156/8, 156/9, 159/1, 159/2, 159/3, 159/4, 159/5, 159/6, 159/7, 159/9, 159/11, 159/12, 160/1, 160/2, 160/3, 160/4, 160/9, 160/11, 168/3, 168/4, 177/16, 176/18, 307/1, 307/2, 308/1, 308/6, 308/7, 308/8, 308/12, 308/13, 308/17, 308/18, 313/1, 313/2, 313/3, 312/1, 312/2, 312/3, 312/4, 312/5, 312/7, 312/6, 168/15, 168/16, 168/17, 168/19, 174/12, 174/13, 174/14, 175/7, 175/8, 175/9, 175/10, 175/12, 175/13, 176/5, 177/1, 177/2, 177/3, 177/4, 177/10, 177/11, 177/12, 312/8, 326/8, 326/9, 326/10, 326/17, 326/18, 326/19, 326/20, 326/21, 326/22, 326/23, 321/2, 321/3, 321/17.		
36. बुधेमपुरी		131, 140/1, 137/1, 137/2, 137/3, 137/4, 137/5, 148/1, 148/2, 148/3, 148/4, 148/5, 148/7, 148/8, 148/10, 148/11, 148/12, 148/19, 148/20, 148/21, 148/23, 148/24, 148/25, 150/1, 150/2, 150/26, 150/27, 150/28, 152/15, 152/16, 152/26, 152/24, 152/25, 152/27, 151/11, 151/12, 151/10, 151/3, 151/5, 151/6, 175/1, 175/2, 175/3, 175/4, 175/5, 175/6, 175/7, 175/8, 175/9, 175/15, 176/8, 176/9, 176/10, 176/11, 176/18, 176/19; 176/20, 176/21, 176/22, 176/23, 201/1, 201/3, 201/4, 201/7, 201/8, 201/11, 201/14, 201/15, 300/4, 305/5, 300/6, 300/7, 300/9, 300/10, 300/11, 300/12, 300/13, 300/14, 300/15, 300/16, 300/17, 300/18, 300/19, 300/20, 301/1, 301/2, 301/3, 301/4, 301/5, 301/6, 301/7, 301/8, 301/9, 301/10, 301/11, 301/21, 301/20, 301/22, 301/23, 301/25, 301/26, .. 301/27, 301/28, 301/33, 301/29, 301/39, 301/40, 301/30, 301/31, 302/11, 302/12, 302/13, 302/14, 302/15, 303/1, 303/2, 303/4, 303/5, 303/3, 303/9, 303/10, 303/11, 303/12, 304/14, 304/15, 304/30, 304/31, 304/32, 304/29, 305/24, 305/25, 321/1, 321/2, 321/3, 321/4, 321/5, 321/7, 321/8, 329/14, 329/15, 329/18, 329/19, 329/20, 328/5, 328/6, 328/19, 328/18, 328/20, 328/21, 328/17, 328/23, 328/24, 328/25, 328/26, 328/22, 328/28, 328/27, 341/3, 341/4, 341/5, 341/6, 341/7, 341/8, 341/9, 341/10, 341/11, 341/12, 341/13, 340.	4.986	निजी

(1)	(2)	(3)	(4)	(5)
37. शालपुरम	67/1, 67/2, 67/3, 67/4, 67/5, 67/6, 67/13, 67/15, 67/16, 67/17, 67/18, 69/1, 69, 71/1, 71/5, 71/6, 71/7, 71/9, 71/10, 71/11, 75/1, 78/1, 78/2, 78/3, 78/4; 84/1, 113/1, 113/2, 241/1, 247/18, 247/19, 247/17, 247/20, 247/21, 249/1, 250/2, 250/3, 264/4, 264/5, 264/8, 264/9, 264/10, 264/15, 264/16, 264/20, 264/21, 264/22, 264/24, 268/8, 268/9, 268/10, 268/11, 268/20, 268/21, 268/22, 268/23, 268/37, 268/38, 268/39, 268/41.	3.331	निजी	
38. छिनामाईना	9/1, 9/2, 9/3, 9/4, 9/5, 9/11, 9/12, 9/13, 39/14, 9/15, 9/16, 9/17, 9/18, 30/5, 37/3, 37/4, 37/5, 37/6, 37/7, 38/2, 38/3, 38/4, 38/5, 38/6, 38/9, 38/12, 38/13, 38/14, 38/18, 107/1, 107/2, 107/3, 107/4, 110/1, 110/2, 111, 112/4, 112/8	1.809	निजी	
पेहेश राजस्व प्रभाग				
तहसील : छिटापाली				
39. झोमालागोड़ी	2, 3/1, 4/1, 15/3, 16	2.05	निजी	
40. मेडीगुटा	33/1, 33/2, 33/3, 34/1	0.45	निजी	
41. थोन्नावरम	14/4, 16/1, 16/2, 20/1, 20/2, 21/2, 28/1, 28/7, 29/6, 30/3, 30/4, 31/4, 31/5, 41/4	2.31	निजी	
42. लोधूगाड्डा	8/2, 8/3, 8/4, 9/1, 9/2, 10/2 10/3	0.79	निजी	
43. राल्लाषेड्डा	16/1, 16/2, 18, 19/2, 19/3, 20/1, 20/2, 20/3	0.73	निजी	
44. बोयापाड़	1/4, 5/1, 15/3, 15/4, 7/3, 7/4, 7/5, 7/8, 8/1, 8/2, 8/3, 8/4, 8/5	1.73	निजी	
45. मासी डीपाल्ली	6/3, 8/2, 9/1, 9/2, 12/1, 12/2, 12/3, 13/23, 13/4, 13/5, 16/2, 16/3, 54/4, 55/1, 55/2, 57/1, 57/6, 63/1, 63/3, 63/4, 63/5	3.80	निजी	
46. काढासिल्पा	3/1, 5/1, 10/1, 10/3, 11/2, 13/3, 15/2, 15/4, 18/2, 18/3, 21/3, 21/4, 21/6, 21/7	2.14	निजी	
47. साल्लाकोटा	5/3, 6/3, 7/3, 9/1, 14/1, 14/3, 16	1.44	निजी	
48. अंगामपाकालू	5	0.38	निजी	
49. कोहकोंडा	28/3, 29/5, 29/6, 30/1, 37/1, 37/2, 38/1, 38/2	2.20	निजी	
50. दीगाजानावा	2/3, 3/1, 3/3, 4/3, 4/4, 4/5, 4/6, 4/7, 4/8, 4/9	0.75	निजी	
51. छेरवुरु	3, 4/2, 5/3, 9/1, 9/2, 9/3, 9/4, 9/5	1.39	निजी	
52. कोटागुन्ना	25/1, 25/2, 26/2, 27/1, 27/2, 46/1, 46/2, 47/2, 47/4, 47/5, 54/1, 54/2, 56/1, 56/2, 56/4	2.46	निजी	

(1)	(2)	(3)	(4)	(5)
53.	मेडरू	6/1, 6/2, 6/3, 7/1, 7/2, 99/1, 99/5, 100/3, 100/4, 100/5, 100/6	1.55	निजी
54.	निम्मालापाड़ु	1, 2/1, 3, 5/2, 6/2, 6/3, 6/4, 6/5, 11, 12/3, 12/2, 2.08 12/4, 12/5, 12/7, 14/1, 14/3, 14/4, 14/6, 14/7, 14/8, 14/12, 14/16		निजी
55.	वाटटीबुस्तु	14/1, 14/2, 16	0.67	निजी
56.	फोयूराजू गुम्मालू	16/1, 16/10, 23/1, 28/1, 28/2, 29/1, 30/1, 30/2, 30/3, 54/1, 54/3, 86/1, 86/3, 88/1, 88/2, 88/4, 90/1, 90/2, 90/4	3.79	निजी
57.	कोषापालेम	10/1, 12/1, 35/1, 44/2, 45/1, 45/8, 46/1, 46/2, 46//4, 47, 49/2, 50	2.38	निजी
58.	बारूसिंगी	12/1, 12/3, 13/1, 13/2, 15/1, 16/1, 17/6, 17/7, 17/8, 17/10, 18/1, 18/4, 18/5, 25/4, 36/3, 36/4, 37/2, 37/10	2.61	निजी
59.	लावानी	1/1, 1/2, 5/2, 10/1, 10/2, 10/4, 11/3, 11/4, 11/5, 11/6, 11/7, 16/3, 16/4, 16/5, 16/6, 16/9, 16/14, 18/2, 13/3, 20/1, 47/2, 51/1, 52/1, 54/3, 20/2, 22/1, 22/6, 22/7, 24/2, 24/3	2.24	निजी
60.	लास्मासिंगी	23/1ए, 23/2ए, 27/1ए, 29/1ए, 42/1बी, 42/2ए, 42/3ए, 50/2बी, 5/3बी, 51/3, 57/1, 57/2बी, 58/1बी, 58/3बी, 80/4बी, 87/3बी, 113/1बी, 27/2, 27/3	4.74	निजी

जिला : मासागांगुरी (उड़ीसा राज्य)

तहसील : चिन्नाकोडा

1.	दांतान गुडा	184, 185, 186, 188, 187, 156, 183, 144 143, 145, 141, 157	1.335	निजी
2.	भन्नारा गुडा	126, 127, 136, 125, 134, 133, 128, 120, 140	0.364	निजी
3.	चिन्नाकोडा	872, 795, 875, 876, 894, 838, 871, 798, 799, 800, 846, 842, 794, 874, 893, 895, 812, 900, 811, 901, 837, 839, 840, 841, 842, 843, 844, 745, 857/1075, 856	0.629	निजी
4.	बाल्लीगुडा	171, 259, 250/626, 261, 153, 134, 135, 150/ 631, 152, 172, 185/630, 133, 273, 178, 274 148, 196, 194, 271, 199, 197, 198, 275, 272, 260, 132, 149, 185, 184	2.142	सरकारी
5.	तालापडार	18, 14, 11 10/214, 12	0.136	निजी
6.	आनगुरू	09, 08, 11, 14, 12, 13, 26, 30, 28, 27, 18, 17, 08, 25, 29, 15, 16, 29/679	0.985	निजी
7.	पालीगुडा	03, 02, 06 01, 08, 12, 04, 67	0.786	सरकारी
			0.367	निजी
			2.107	सरकारी

(1)	(2)	(3)	(4)	(5)
8.	बाडापोड़ारा	22, 54, 52, 61, 69, 56, 70, 58, 62, 59, 57, 15, 17, 23, 53, 20, 55, 65, 66, 67, 68, 60, 16, 21	0.722 1.473	निजी सरकारी
9.	ताडीकोडा	100, 116, 124, 117 118, 121, 115, 137, 104, 102	0.456 0.301	निजी सरकारी
10.	पावलीगुडा	85, 82, 94, 159, 92, 157, 161, 158, 156, 163, 1.255 165, 90, 115 83, 81, 118, 160, 162, 62, 84, 95, 164, 92	0.790	निजी सरकारी
11.	छिमितापाहडी	1175, 1006, 1013, 1002, 16, 1059, 14, 18, 1009, 1057, 1004, 1014, 1201, 1005, 1055, 1025, 1010, 1218, 1058, 1215, 1240, 1238, 1283, 1610, 822, 1539, 1553, 1575, 1554, 1506, 825, 1618, 1518, 1609, 1512, 1514, 1538, 1626, 869, 1543, 1566, 1564, 1542, 1508, 1611, 1568, 1574, 1558, 881, 1555, 1578, 868, 1556, 1619, 1530, 1567, 1573 1244, 1286, 15, 1627, 1507, 1501, 1109, 823, 1510, 820, 1213, 443, 444, 445, 1011, 5.666 1012, 1048, 1049, 1098, 1173, 1174, 1202, 1214, 1216, 1237, 1290, 1284, 1292, 34, 31, 29, 17, 1541, 1500, 1499, 1502, 998, 1051, 1087, 26, 1540, 1110, 442, 1022, 1023, 1026, 1015, 1053, 1052, 1082, 1285, 1299, 1291, 1099, 1551, 1114, 1282, 1395, 1612, 1560, 32	4.854	निजी सरकारी
12.	टाटामानगुरहा	232, 146, 252, 44, 142, 6, 147, 39, 03, 04, 02, 233, 230, 153, 155, 35, 125, 138, 141, 2.860 154, 01, 48, 38, 47, 49, 156, 46, 152, 42, 236, 41, 126, 07, 05, 231, 143, 234, 139, 229, 34, 34/311, 249, 228, 124, 08, 235/301, 235, 222, 222/309	0.762	निजी सरकारी
13.	फूलपादार	65 70, 72, 71	0.128 0.505	निजी सरकारी
14.	पमातगाम्भी	44, 36, 118, 117, 35, 121, 116, 34, 33/136, 33, 42, 31, 30, 29, 43, 120, 133	0.855 2.376	निजी सरकारी
15.	जनवाई	12, 11 03.10	0.540 0.540	निजी सरकारी
16.	नुउतामाडा	434, 437, 424, 427, 435 438, 426, 439, 424/543, 436/534	0.407 0.475	निजी सरकारी
17.	पूर्णपनी	01, 04, 46, 32, 47, 44, 43, 121, 42, 41, 39, 38, 37, 27, 26, 29, 122, 20, 48, 40, 21, 45, 120/229, 28, 30	2.412 0.411	निजी सरकारी

1	2	3	4	5	
18.	मार्केलगुडा	156, 176, 163, 442, 318, 147, 310, 311, 474, 475, 476, 162, 460, 459, 477, 955, 741, 461, 759, 458, 374, 433, 743, 946, 146, 155, 153, 164, 317, 316, 315, 457, 447, 441, 440, 437, 436, 434, 435, 761, 956, 154, 373, 528, 312, 330, 308, 527, 526, 732, 309	2.236	निजी	
19.	लाम्बार्सिंगा	122, 157, 63, 158, 258, 236, 255, 128, 164, 250, 247, 256, 40, 240, 249, 257, 234, 239, 251, 45, 46, 248, 123, 24, 50, 235, 121, 125, 163, 131, 130, 129, 119, 170, 57, 51, 271, 321, 449, 49, 120, 162, 41, 127, 233, 252, 237, 44, 47, 254, 53, 253, 269, 262, 246, 270, 259, 135, 48, 264, 265, 451/321, 451, 249/466, 399, 132	0.928	सरकारी	
20.	बांगुरपाडा	183, 202, 203, 201, 206, 192, 198, 199, 194, 180, 207, 189, 267, 190, 193, 195, 218, 197, 191, 187, 205, 204, 181, 186, 214, 188, 200, 178, 182, 217, 215, 216	3.175	निजी	
21.	ओरंगी	183, 168, 167, 165, 176, 178, 181, 15, 241, 208, 254, 242, 256, 244, 177, 179, 166, 174, 164, 14, 17, 185, 206, 203, 246, 264, 163, 169, 173, 175, 180, 182, 184, 245, 212, 207, 255, 253, 228, 284, 266, 265	1.093	निजी	
22.	नरसिंगपुर	600, 427, 592, 599, 332, 335, 366, 364, 350, 261, 428, 598, 41, 01, 409, 424, 362, 552, 593, 365, 43, 334, 368, 64, 12, 597, 596, 407, 403, 594, 199, 404, 62, 197/679, 367, 347, 425, 370, 44, 61, 595, 429, 260, 02, 08, 19, 7, 05, 15, 423, 03, 590, 614, 414, 197/680, 63, 65/670, 137/708, 137/707, 613/662, 196, 333, 334/637, 46, 44/682, 45, 198, 77/688	4.013	निजी	
23.	कामादाडा	4263, 4367, 4377, 4378, 4379, 4348, 4363, 4365, 4552, 4606, 4259, 4267, 4269, 4371, 4600, 4553, 4605, 4538, 4536, 4375, 4539, 4264, 4258, 4599, 4598, 4374, 4541, 4537, 4597, 4589, 4616, 4540, 4625, 4580, 4579, 4526, 4265, 4307, 4309, 4350, 4601, 4366, 4372, 4376, 4523, 4615, 4266, 4257, 4551, 4604, 4522, 4308, 4352	2.665	निजी	
24.	रथगुडा	63, 141, 154, 157, 161, 76, 77, 142, 158, 159, 144, 143	2.272	सरकारी	

(1)	(2)	(3)	(4)	(5)
25. रामगढ़		16, 19, 20, 21, 22, 34, 81, 80, 79, 83, 84, 76, 75, 72, 71, 70, 36, 78, 100/209 01, 35	1.826	सरकारी
26. बुलडॉग	09, 10		0.453	सरकारी
27. चित्तालुद	30		0.040	सरकारी
28. चंद्रगढ़		88, 89, 86, 94, 93, 96, 108, 109, 110, 112, 111, 114	1.273	सरकारी
तहसील : मलकानगरि				
1. तालापडार		71, 112, 111, 108, 115, 113, 66, 67, 64, 65, 63, 105, 107, 68, 07, 09 62, 114, 01, 06, 77, 70, 101	1.161	निजी
2. ओरकेनगडा		574, 575, 652, 651, 648, 576, 564, 565, 566, 567, 568, 586, 585, 654, 649, 572	0.731	निजी
3. तुमसापल्ली		3453, 3454, 3456, 3461, 3482, 3479, 3532, 3560, 3681, 3776, 3777, 3781, 3767, 3685, 3782, 3770, 3769, 3768, 3764, 3862, 3460, 3775, 3726, 3766, 3451, 3452, 3490, 3483, 3478, 3529, 3531, 3561, 3559, 3558, 3588, 3667, 3679, 3678, 3682, 3683, 3681/4032, 3686, 3771, 3772, 3773, 3774, 3765, 3762, 3754, 3751, 3862/4017, 3826, 3449, 3863, 3856	2.236	निजी
4. छेलगडा		137, 356, 438, 439, 446, 451, 368, 357, 136, 135, 365, 430, 134, 150, 145, 160, 361, 429, 409, 38, 36, 146, 151, 149, 043, 042, 362, 408, 410, 431, 432, 452, 170, 147, 367, 444, 445, 037	2.010	निजी
5. मारोवाडा		629, 630, 573, 575, 626, 574, 633, 572, 361, 634 627, 632	0.405	निजी
6. अकारपल्ली	520		0.072	सरकारी
7. धारोगुरहा		07, 10, 12, 253, 251, 249, 248, 317, 287, 319, 314, 827, 828, 333, 332, 366, 1146, 1145, 1139, 1141, 1411, 1496, 1495, 1497, 1533, 1532, 1534, 1536, 1535, 1547, 818, 819, 367, 1413, 823, 1151, 1150, 1152, 1149, 1148, 365, 1158, 1157, 1207, 1147, 1140, 1410, 1156, 09, 11, 334, 313, 1494, 1548, 1552	0.455	सरकारी
8. डोंगमरवाल		286, 324, 328, 329, 276, 277, 278, 348, 326, 325, 04, 05, 06, 07, 72, 287, 334, 347, 342, 349, 436,	3.268	निजी
9. व्रतगढ़ी		1588, 1615, 1617, 1583, 1616, 1620, 631, 634, 189, 190, 191, 1587, 254, 561, 1235, 1572, 1574, 1575, 1578, 253, 216, 214, 212, 213, 218, 560,	1.508	सरकारी

1	2	3	4	5.
		559, 1243, 1236, 1613, 1795, 1793, 1798, 1802, 1801, 1806, 1825, 1828, 1826, 1827, 2028, 2034, 572, 159, 160, 161, 228, 547, 571, 1234, 1239, 2041, 2023, 2019, 2017, 2021, 158, 1845, 1846, 1921, 48, 49, 157, 156, 171, 255, 217, 215, 221, 222, 224, 225, 546, 553, 552, 557, 556, 562, 1241, 1242, 1230, 131, 1570, 1619, 1618, 1797, 2027, 2022, 2026, 1573, 1579, 1580, 1581, 1796, 1786, 2025, 2020	3. 974	निजी
10.	कमालापडार	469, 471, 448, 473, 446, 447, 477, 627, 420, 485, 478, 479, 418, 518, 516, 517, 515, 514, 520, 626, 625, 581, 582, 624, 584, 583, 580, 590, 588, 589, 587 482, 519, 586, 601, 628, 623, 468, 472, 419, 512, 597, 862	4. 062	निजी
11.	तांडापल्ली	3342, 3344, 3338, 3355, 3354, 578, 3357, 3356, 3377, 3370, 3384, 3385, 3389, 3378, 3401, 3255, 3254, 521, 518, 524, 527, 528, 544, 543, 542, 541, 567, 836, 834, 826, 827, 819, 803, 802, 800, 755, 754, 757, 2512, 2299, 1852, 2302, 2304, 1751, 1836, 3343, 1834, 3337, 337, 4797, 3386, 3421, 3411, 3404, 568, 835, 2508, 2507, 2249, 2383, 2381, 2433, 1854, 1831, 1826, 3393, 837, 3402, 2367, 828, 1840, 2303, 758	1. 903	सरकारी
		1915, 1916, 1914, 2305, 790, 720, 719, 718, 566, 2446, 2447, 2444, 2494, 2496, 2504, 2511, 545, 2454, 565, 3260, 3350, 1833, 1830, 1832, 1853, 1855, 2287, 2369, 2368, 2370, 2513, 821, 570, 3403, 3405, 3412, 3406, 3420, 756, 2434, 801, 806	6. 122	निजी
12.	छिडुपल्ली	2175, 3379, 2124, 1593, 2773, 2724, 2729, 2757, 2755, 2756, 2752, 2804, 2798, 3225, 3251, 3253, 3177, 3160, 3162, 3165, 3310, 3309, 3396 3405, 3406, 3407, 3423, 3127, 2210, 2173, 2768, 2735, 2754, 2886, 3172, 3273, 2187, 2182, 2188, 2190, 2206, 2201, 2148, 2150, 2151, 2129, 2747, 2795, 3184, 3420, 3419, 3421, 3426, 3179, 2186, 2160, 2205, 2202, 2193, 2135, 2152, 2799, 2800, 2801, 3252, 2167, 2168, 2161, 2147, 2136, 3166, 3130, 3129, 2125, 2126, 2708, 2770, 2771, 2153, 3161, 3163, 2796, 3378, 2130, 2128, 2794, 2750, 3178, 3176, 3159, 3164, 2751, 3418, 3424, 3422, 2203, 2189, 2211, 2166, 2209, 3429, 2149, 2191, 2703	4. 309	सरकारी
13.	पतारगुडा	735, 736, 737	4. 373	निजी
			0. 258	निजी

MINISTRY OF STEEL

AMENDMENT

New Delhi, the 30th September, 1997

S.O. 2674.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Iron Ore in slurry form from Bailadila to Visakhapatnam pipelines should be laid passing through the State of Madhya Pradesh, Orissa and Andhra Pradesh by M/s. Essar Steel Limited.

And whereas it appears that for the purpose of laying such pipeline it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (52 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within 21 days from the date of publication of this notification object to the laying of the pipelines under the land to the competent authority, notified in the notification of the Government of India in the Ministry of Steel No. S. O. 3501 dated the 17th December, 1994 and subsequently amended vide S.O. No. 2121 dated 5-8-1995 and S.O. No. 1795 dated 19th July, 1997 that is to say, the Sub-Divisional Magistrate, Dantewada, Madhya Pradesh, the Revenue Officer, Officer-in-Charge, Revenue Section of Collectorate, Malkangiri Collectorate, Malkangiri, Orissa, or on the case may be the Special Deputy Collector (Land Acquisition), Essar Gujarat Limited, Visakhapatnam having jurisdiction over the land.

Every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

Schedule referred to in the Notification No. VNS-12(3)/91-IDS

STATE : MADHYA PRADESH

The Competent Authority : The SDM, Daontewada, Distt. Daontewada, Madhya Pradesh.

District : Bastar, M.P.

Tahsil: Konta.

S. No.	Name of Village	Survey Nos.	Area in Hects.	Kind of Land
1	2	3	4	5
1.	Korra	1884, 1887, 1899, 1904, 2806, 2786, 2787, 2777, 2755, 2688, 2663, 2664, 2662, 2661, 2642, 1903, 2834, 2835, 2825, 2828, 2827, 2826, 2807, 2766, 2765, 2762, 2756, 2689 and 2638	3.864	Pvt.
2.	Pariya	160, 161, 288, 229, 230, 236, 237, 238, 176, 185, 220, 232/2 and 229 130/433, 130, 131, 132, 133, 134, 142, 143, 144, 145, 178, 186, 216 and 240/1	3.098	Govt.
3.	Moroki	1204, 1203, 1198, 2120, 2131, 2235, 1895/1, 1895/2, 1903, 1904/1, 1904/2, 2130, 2135, 2143, 1901, 23/15, 2307, 2232, 2226, 2236, 2209, 2229, and 2224. 1193, 1195, 1196, 1199, 2128, 2129, 2223, 2233, 2238, 2341, 2314, 2318, 2120.	2.722	Pvt.
4.	Mankapal	302, 306, 308, 311, 312, 318, 320, 321, 926, 826, 837, 852, 853, 856, 985, 817, 336, 341, 817 and 334. 305, 305, 305, 303, 304, 307, 306, 313, 313, 337, 340, 340, 331, 828, 828, 838, and 311.	2.065	Govt.
			3.258	Pvt.
			1.997	Govt.

1	2	3	4	5
5.	Gadirass	2149, 2151, 2152, 1959/1, 1959/6, 2002, 2003, 2004, 2008, 2223, 2090, 2227, 2046, 2064, 2029, 2026, 2025, 2028, 2033, 2054/1, 2100/2, 2054/2, 2053, 2065, 2051, 1958/3, 2038, 2040/1, 1860, 1847, 1853, 3341, 1839, 1840, 1967, 1966, 1968, 3344, 1863, 1974/2, 1852, 1859, 3339, 1959/2, 1959/3, 1959/4, 1842/2, 1843, 3338, 3343/2, 3347, 3348, 3350, 3386/1, 3398, 3601/3, 3605/2, 3608, 3386/2, 3601/2, 3606/1, 3395/1, 3396, 3397, 3493, 3405/2, 3481/1, 3483, 3479/2, 3477, 3481/2, 3479/1, 3597/2, 3467, 3468, 3465/3, 3465/2, 3470/2, 3465/1, 3470/1, 3591, 3594, 3604, 3596/1, 3601/1, 3602, 3352/1, 2100, 2035, 2228, 2066, 2067, 2039	8.936	Pvt.
6.	Jirampal	2111, 2153, 2222, 2246, 2044, 3388, 3480, 3478, 3473, 3474, 3475, 3469, 3592, 3607, 3610, 3201, 1876, 2247, 2001/1, 2052 and 2045.	1.658	Govt.
7.	Rampuram	829/2, 828/3, 829/1, 844/4, 844/5, 966, 968, 972, 973, 974, 975/2, 976, 878, 980, 986/10, 986/8, 986/9, 986/7, 986/1, 986/3, 986/2, 982, 983, 984, 1044/2, 1045, 1047, 1048, 1050, 1051, 1052, 1053/1, 1055/2, 1054/1, 1059, 1058, 1110/1, 1104, 1105/2, 1100, 1100/1, 1102, 1098/4, 1099, 1096, 1091, 1094, 1092, 1193, 1195/1, 1201/1, 1105/1, 1110/2, 1198/1, 1100/2, 841, 842, 1190, 1196	7.303	Pvt.
8.	Murtonda	0.655	Govt.	
9.	Sukma	244, 243, 248, 250, 260, 259, 258, 257, 277/2, 277, 374, 373, 384, 413, 414, 432 and 431. 256, 264, 372, 362, 412, 430, 438, 440, 439	2.957	Pvt.
		413, 414, 415, 418, 420, 444, 472/2, 473/2, 474, 481, 482, 483, 484/2, 486, 491, 492, 494, 495, 427, 529, 530, 533, 539, 540, 542, 543, 544, 553, 554, 555, 556, 557, 558, 559, 729, 738, 746, 761, 1015, 1016, 1020, 10-9, 1034, 1025, 1032, 1054, 1063, 1150, 1151, 1153/1, 1154, 1160, 1161, 1163, 1164, 1169, 1171/1, 1171/2, 1171/3, 1171/4, 1229, 1244, 1245, 1246/2, 419, 485, 505, 727, 728, 760, 763, 765, 766, 1028, 1029, 1033, 1062, 1152, 1168, 1170, 1209, 1202, 1228, 1232, 1241	0.731	Govt.
		3.783	Govt.	
10.	Mangipal	454/1, 454/2, 455, 463/1, 463/3, 463/4, 465, 466/1, 466/3, 472/1, 472/2, 472/3, 472/5, 476/1, 476/2, 477/1, 477/2, 477/3, 508/2, 502/3, 503, 505, 508, 1301/3, 1302/4, 1318, 1325, 1323, 1329, 1343/1, 1343/4, 1343/2, 1245, 1346/1, 1346/3, 1348/1, 1348/3, 1350, 1415, 1416, 1420, 1426/3, 1464, 1548, 1550, 1550-so, 1552-so, 464/1, 464/2, 464/3, 435, 1196, 1301/4, 1301/2, 1302/1, 1302/2, 1303/3, 1305, 1327/1, 1327/2, 1327/3, 1327/4, 1330/1, 1332, 1343/1, 1334/2, 1485, 1487/1, 1485, 1498, 1549, 1718, 528, 530, 531, 533, 534.	7.009	Pvt.
		6.179	Govt.	
	Tahsil : DANTEWARA			
1.	Kirandul	6, 7, 8, 9, 34, 66, 82/2, 87, 140, 141, 142/1	1.376	Pvt.
		34/306, 35/305, 44/307, 64, 65, 67, 82/1, 175, 177	2.925	Govt.
2.	Maddadi	273, 384/2, 289	0.172	Pvt.
		289	0.570	Govt.
		6/1-t, 6/1-t, 6/1T 6/1-T	0.780	Pvt.
		6/1	0.020	Govt.

1	2	3	4	5
3.	Porpa	5/1, 87, 89, 91, 95, 105, 122, 134, 136, 138 and 133. 90, 88, 104, 139, 137, 135 and 129	1.79	Pvt.
4.	Cholnar	238, 247, 355, 356, 52, 234, 281, 322, 351, 352, 374, 12, 43, 317, 319, 48, 40, 233, 313, 386, 230, 54, 281, 285, 315, 318, 330, 287, 232, 314, 55, 248, 286, 321, 373, 42, 9, 10, 280, 231, 375, 392, 376 and 354 41, 382, 51, 388, 311 312, 387	5.79	Pvt.
5.	Kalopal	20/2, 21/1, 51, 54, 56, 1/1-t, 1/1-t, 1/1-t, 16, 17/8, 17/9, 17/13, 17/14 and 17/16 1/12 and 55	1.926	Pvt.
6.	Tikanpal	472/1-t	0.640	Pvt.
7.	Palnar	1, 369/1-t, 369/44, 4/1, 3/1, 369/1-t, 7 9, 369/1-t, 10/1, 17, 369/1-t, 61, 369/1-t, 60, 369/1-t, 56/2, 369/1-t, 369/1-t, 57, 58, 369/1-t, 84/4, 51, 85, 88/1, 48, 91/2, 97/1, 97/2, 99, 100, 105, 106/1, 111, 112, 172/0, 103/6, 103/1-t, 223/1-t, 223/1-t, 221/2, 223/1-t, 560/1-t, 500/1-t and 296 2, 64 and 103/1-t.	0.719	Govt.
8.	Phulpad	55/1-ch, 325/1-t, 325/1-t, 57/1, 325/1-t, 85/1, 85/3, 85/3, 325/1-t, 305/1-t, 325/1-t, 325/1-t, 238, 239, 325/1-t, 325/1-t 217-3, 217/6, 235/1-t, 216/1-t, 235/1-t, 332/3, 325/1-t, 332/1-t 325,1-t, 327, 325/1-t, 328/5, 305/1-t, 328/10, 325/1-t, 328/8, 325/1-t, 331 and 325,325/1-t and 351	0.696	Govt.
9.	Kiderirass	8/2, 12/1, 81/2, 68/12, 75, 68/15, 68/17,-K and 62/2, 6. 8/1, 81/1, 15, 68/1, 70, 69, 63, 62/1, 82	1.240	Pvt.
			1.084	Govt.

District : Visakhapatnam

Tahsil : Gajuwaka

1.	Duvvada	91,92/2, 99/11, 99,14, 99/15, 99/16, 101/2, 101/4, 99/19, 101/3, 101/5, 149/1, 149/2, 149/14, 149/17, 149/24, 126/2, 146/2, 126/3, 126/13, 128/7, 128/8, 128/10., 136/3, 137, 136/1, 138/2, 138/3A, 129/1, 130/4, 1305, 136/14, 140/3, 149/13, 149/15, 149/19, 149/16, 149/18, 149/20, 149/21, 149/23, 149/29.	2.186	Pvt.
2.	Kurmannapalem	1/1a, 1/3a, 25, 29/1, 30/1, 31/1	1.193	Pvt.
3.	Fakeertekya	900/1, 90/2, 90/3, 91/1, 91/2,	0.28	Pvt.
4.	Jaggarajupeta	40/1, 41/1, 41/2, 54/1,5 5/3, 58/1b, 58/2b, 58/3b	0.817	Pvt.
5.	Tungalam	4/1, 4/2, 4/8, 5/2b, 5/3b, 5/4b, 5/5b, 5/6b, 5/7b, 5/8, 5/9 5/11b, 13/4, 13/5, 75/1a, 75/3c, 99/4, 75/5a, 99/11, 99/10, 99/3, 99/9, 108/7, 108/8, 108/10, 157/1, 158/2, 158/3, 130/3, 131/1, 131/2, 132/14a, 132/21a, 134/6, 134/7, 134/8, 134/16, 134/17, 134/18, 134/19, 133/1, 133/2, 133/3, 133/7, 133/4a, 133/6, 133/8, 133/9, 133/10, 133/11, 133/14a, 140/1, 140/2, 137/1, 138/2, 138/3, 138/8, 138/10, 139/10, 138/9, 139/17, 138/11, 139/3, 139/9, 139/11, 139/12, 139/13, 139/14	2.618	Pvt.

(1)	(2)	(3)	(4)	(5)
6.	Akkireddypalem	4/2, 4/3, 5/3, 4/5, 4/14, 4/15, 4/16, 5/1, 5/2, 11/1, 11/5, 11/6, 11/8, 11/9, 11/12, 11/13, 11/14, 11/15, 15/1, 15/2	0.663	Pvt.
Tahsil :—PARAWADA				
7.	Marripalem	5/2	0.08	Pvt.
8.	Pedamushidivada	211, 217, 213, 225/1, 226/1, 226/3, 226/4, 226/5, 226/6, 226/7, 226/8, 226/9, 226/10, 226/11, 226/12, 226/13, 226/14, 242/3, 240/23, 240/24, 240/28, 240/26, 242/1, 274/1, 242/4, 242/5, 242/6, 242/9, 242/11, 242/12, 242/13, 275/8, 274/8, 274/10, 275/1, 304/2, 318/18, 304/3, 309/17, 312/2, 309/18, 312/1, 312/4, 312/9, 318/8, 318/9, 318/14, 318/15, 318/17, 318/16, 320/1, 320/20, 320/5, 381/2, 384/1, 389	3.727	Pvt.
Tahsil :—ANAKAPALLI				
9.	Rebaka	31/3, 31/7, 31/4, 31/6a, 31/9a, 31/10, 31/12, 32/1, 34, 37/30a, 37/27, 37/28, 46/2, 47/1c, 47/2b, 47/3, 47/5, 60/1, 60/2, 60/5, 60/3, 60/4, 60/6, 60/10, 60/13, 60/14, 61/2, 61/1, 61/7, 61/4, 61/5, 61/6, 62/2, 62/4, 140/1, 141/1, 141/3, 141/4, 141/2, 142/1, 172/1, 172/2, 172/3, 172/6, 173/1, 173/5, 175/2, 187/7, 187/8, 185/1a, 186/1, 191/, 192/3, 192/9, 192/4, 192/7, 192/8, 192/11, 192/15, 192/19, 197/2c, 197/8a, 197/3, 197/4, 197/5a	3.533	Pvt.
10.	Maruturu	124, 127/6, 128, 125/1, 125/2, 126/3, 127/2, 127/3, 165/13, 127/4, 127/5, 157/1, 157/8, 157/10, 158/11, 158/2, 158/4, 161, 162/2, 163/4, 163/7, 163/8, 163/9, 163/11, 165/1, 165/2, 165/11, 165/12, 186/4, 186/5, 186/6, 186/7, 186/8, 186/9, 186/10, 186/15, 187/1, 187/6, 187/8, 187/9, 188/1, 188/2	2.654	Pvt.
11.	Bawulawada	47/1, 94/1, 94/2, 94/4, 94/5, 96/2, 96/6, 96/7, 96/9, 96/10, 96/11, 97/2, 97/5, 99, 118/1, 118/2, 118/3, 151/1, 151/2, 151/3, 151/4, 151/5, 152/1, 152/2, 152/3, 153/1, 153/2, 153/3, 153/4, 153/5, 153/8, 154, 163/1, 163/2, 163/5, 187/1, 187/2, 197/3, 198/1, 199/6, 202/16, 202/17, 202/18, 202/19, 202/29, 202/30, 202/33, 202/34, 205/16, 205/1, 205/2, 205/10, 205/15, 205/17, 205/18, 206/1, 206/2, 219/3, 219/5, 219/10, 219/8, 220/1, 220/7, 220/9, 220/3, 220/8, 224/1, 224/2, 224/3, 224/4, 224/5, 224/6, 224/7, 224/10, 224/8, 226/1, 226/2, 226/3, 226/4,	4.346	Pvt.
12.	Kunchangi	8/1, 9/10, 10/13, 10/16, 10/17, 10/18, 11/1, 12/1, 12/2, 12/3, 13/1, 13/2, 13/3, 13/4, 15/2, 15/3, 15/4, 15/5B, 15/7, 15/8, 76/3, 87/7, 87/8, 90/4, 90/5, 90/11, 90/15, 90/12, 91/4, 91/5, 91/6, 91/7, 97, 99/3, 99/2, 99/4, 100/1, 100/2, 100/3, 100/5, 100/6, 100/4, 100/7,	3.071	Pvt.

(1)	(2)	(3)	(4)	(5)
		127, 123, 179, 185/1, 185/2, 185/3, 185/4, 187/1, 187/2, 187/3, 188/10, 188/11, 189/2, 189/3, 190/16, 190/18, 190/19, 192/2, 192/3, 222/1, 222/2, 222/3, 222/4, 222/13, 222/5, 222/10, 222/6, 222/8, 222/7, 222/9, 222/11, 222/12, 226/1, 226/2, 226/3, 226/4, 226/5, 226/6, 233/3, 234/7, 233/4, 234/10, 233/6, 233/9, 234/5, 234/6A, 234/8, 234/9		
13.	SITANAGARAM	57/2, 60/2, 60/3, 60/7, 60/8, 60/9, 60/10, 88/3, 88/4, 87/8, 87/9, 90/8, 109/1, 111/1, 111/3, 111/7, 111/10, 111/11, 111/12, 112/2, 115/6, 115/7, 115/8, 116/3, 116/4, 116/5, 117/1, 118/9, 119/1, 119/2, 119/3, 119/5, 119/6, 120/14, 120/15, 120/16, 122/1, 120/17, 120/18, 120/19, 120/25, 122/12, 122/14, 514/15.	2.234	Pvt.
14.	GOPALAPURAM	21/1, 21/2, 21/14, 21/15, 22/1, 22/12, 22/13, 22/15, 22/21, 22/22, 23/18, 23/19, 23/22, 24/1, 27/1, 24/2, 24/3, 27/2, 29/1, 27/3, 29/2, 29/3, 29/4, 29/5, 29/6, 29/7, 29/10, 32/2, 32/3, 35/1, 35/2, 35/3, 35/10, 35/11, 35/12, 40/4, 40/5, 40/6, 40/7, 40/8, 40/9, 45/4, 45/3, 45/5, 45/9, 45/10, 47/9, 47/10, 48/11, 48/12, 48/13, 48/16, 50/1, 50/9	1.429	Pvt.
15.	Kundram	21/1, 26/2, 30, 30/1, 32/1, 32/2, 46/1, 57/5, 58, 59/5, 59/9, 59/14, 61/2, 61/3, 64/11, 66/1, 66/4, 66/6, 279/1, 279/2, 279/3, 279/4, 279/5, 279/6, 281/1, 282/2, 283/1.	2.679	Pvt.
16.	GOLAGAM	137/1, 137/3	0.83	Acrs Pvt.
17.	MAREDUPUDI	139/8, 139/9, 142/8, 139/10, 139/17, 142/5, 142/6 142/10, 142/7, 142/12, 142/9, 142/11, 142/18, 142/20, 142/21, 142/26, 145/13, 145/14, 145/18, 145/11, 164/1, 164/2, 164/3, 203/3, 205, 208/1, 213, 203/2.	4.68	Acrs Pvt.
18.	Thummapala	215/1, 215/2, 242/1, 243, 242/5, 242/10, 242/6, 242/7, 242/8, 245/2, 245/3, 245/4, 245/5, 246, 247/1, 247/2, 248/19, 282/20, 248/21, 248/22, 251/2, 251/3, 251/4, 251/6, 251/7, 248/18, 251/10, 274/1, 274/2, 274/4, 274/3, 276/1, 276/2, 278/1, 286/2, 206/3, 287/1.	2.711	Pvt.
Tahsil :—Rolugunta				
19.	Battavani Gowampeta	42 P	2.732	Pvt.
20.	Addasaram	3/3P, 4P, 7/1P, 7/2P, 35/1P, 82/1a(P), 82/6P, 82/9P, 82/32a(P), 82/32a(P), 82/51P, 12/47P, 36P, 82/49P, 82/49P, 82/50P	5.674	Pvt.
21.	KONTHALAM	45/1P, 45/2P, 45P, 54/1P, 54/2P, 59/1P, 59/2P, 59/5P, 59/6P, 59/10P, 59/12P, 65/1P, 65/2, 65/4P, 65/5P, 112/3P, 113/3P, 113/4P, 147/1P, 148/2P, 149P, 150/2P, 150/3P, 150/4P, 150/5P, 150/6P, 150/7P, 150/8P, 150/9P, 150/11P, 150/12P, 152/1P, 152/2P, 152/3P, 152/4P, 152/5P, 152/6P, 152/7P, 152/8P, 153P, 154P, 159/1P, 159/2P, 159/6P, 162/1P, 162/3P	3.42	Pvt.

1	2	3	4	5
22.	Ratnampeta	74/1P, 74/8P, 74/9P, 74/14P, 74/15P, 74/16P, 74/17P, 74/20P, 75/6P, 75/7P, 75/8P, 75/9P, 75/10P, 75/11P, 75/12P, 76/8P, 76/9P, 76/10P, 76/11P, 76/13P, 76/14P, 76/15P, 76/16P, 76/17P, 76/18P, 78/4P, 78/5P, 78/6P, 78/7P, 91P, 94/2P, 98/4P, 98/5P, 98/6P, 98/7P, 98/8P 98/9P, 98/12P.	1.793	Pvt.
23.	SARABHAVARAM	13/1P, 13/2P, 13/3P, 17/1P, 17/2P, 17/4P, 17/5P, 21P, 24/2P, 78P, 81P, 82P, 83P, 90/5P, 90/6P, 90/7P, 90/8P, 90/9P, 90/10P, 90/11P, 90/12P, 91P, 92P, 94P, 95/P, 96/4P, 110P, 112P, 113P, 115/1P, 115/2P, 115/3P, 115/4P, 116/1P, 116/2P, 116/3P, 116/4P, 118P, 119/1P, 119/2P, 120P, 121/1P, 121-1(P), 121/2P, 122P, 124P, 211P, 214/1P, 214/2P, 214/3P, 214/4P, 214/5P, 214/6P, 215/1P, 215/2, 215/4.	2.685	Pvt.
24.	GANGAVARAM	1P, 6/5P, 7P, 14/2P, 14/3P, 14/4, 14/5P, 15/5P, 14/7P, 16/4P, 16/5P, 17P.	2.093	Pvt.
25.	Rajannapeta	33P, 37/2P, 37/4P, 37/5P, 37/8, 37/9P, 37/10P, 39/1P, 39/2P, 39/3P, 39/4P, 40/1P, 40/2P, 40/3P, 56/1P, 58/1, 58/2, 59/1.	2.088	Pvt.
26.	Korupvolu	232P, 251P, 252P, 253/1P, 257P, 258P, 275/2P, 275/3P	1.367	Pvt.
Tahsil :—Ravikamatam				
27.	G. Cheedipalli	76/5, 76/6, 76/1, 63/1, 63/2, 63/3,	1.882	Pvt.
28.	P. Ponnavolu	69, 71, 73, 90/3, 92, 93/4, 137/2, 138/7, 138/8, 139/8 139/9, 141/2, 148/1, 148/2, 148/3 148/4, 148/5,	2.776	Pvt.
29.	Medivada	192, 191/7, 191/5, 248/3, 248/11, 248/9, 248/7, 248/20, 248/19, 248/25, 248/26, 248/27, 248/28, 252/16, 252/15, 252/14, 252/13, 252/10, 252/9, 252/12, 252/1, 252/2, 252/3, 177/5, 256/14, 256/15, 256/16, 260/13, 260/12, 260/10, 261/17, 261/18, 261/19, 200/16, 200/18, 200/15, 227.	1.967	Pvt.
30.	Marupaka	172/2, 173/1, 173/2, 173/3, 244/3, 244/4, 244/4.	3.982	Pvt.
31.	GUDIVADA	336/6, 338/3, 326/8, 326/9, 326/10, 326/11, 340, 341/2, 341/3, 341/4, 341/6, 341/10, 341/11, 341/12, 342/02.	0.692	Pvt.
32.	GOMPA	16, 17/1, 17/6, 19/1, 19/3	0.809	Pvt.

1	2	3	4	5
33.	Dondapudi	71/1, 71/2, 71/3, 71/4, 71/5, 71/6, 71/7, 71/8, 71/9, 71/10, 71/11, 71/12, 71/13, 71/14, 71/15, 71/16, 72/1, 85/2, 86, 87, 84/2, 88/2, 131/1, 130/2, 129/2, 129/3, 128, 127, 124/1, 124/2a, 113/2a, 120/4, 120/5, 120/6, 120/7, 120/8, 120/9, 121/1, 121/2, 121/3, 291/5, 291/6, 291/7, 291/8, 291/9, 291/10, 291/12, 291/15, 291/16, 291/17, 291/18, 291/20, 286/5, 286/6, 286/10, 284/1, 284/2, 284/3, 284/4, 284/5, 284/8, 283/1, 283/2, 287/1, 287/2, 287/3, 322/5, 325/6, 326/7, 326/8, 326/9, 341/1, 345/2, 345/22, 352/2, 350, 344/4, 378/2, 390/6, 390/7, 290/8 390/9, 390/10, 389/2, 389/1, 388, 387/1, 384/1.	6.616	Pvt.
34.	Kothakota	2/2, 3, 6/6, 6/4 10/2, 10/10, 10/7, 10/8, 10/11, 10/9, 10/32, 10/27, 10/28, 10/29, 10/30, 10/35, 10/36, 9/11, 9/10, 9/12, 14/2, 165, 167, 169, 171/2,	2.246	Pvt.
Tehsil :—Butchayyapeta				
35.	RAJAM	108/1, 108/2, 108/3, 108/4, 108/5, 108/6, 108/8, 109/1, 109/2, 109/3, 109/4, 109/5, 109/6, 109/7, 109/8, 109/9, 109/10, 109/11, 109/12, 109/13, 109/14, 109/15, 109/16, 109/17, 109/18, 109/19, 109/20, 109/21, 109/22, 109/23, 109/24, 109/25, 109/26, 110/1, 110/2, 110/3, 110/4, 110/5, 110/6, 110/7, 110/8, 110/9, 110/10, 110/11, 110/12, 110/13, 110/14, 110/15, 110/16, 110/17, 110/18, 110/19, 110/20, 110/21, 110/22, 110/23, 110/24, 110/25, 110/26, 110/27, 110/28, 155/5, 155/4, 155/6, 155/8, 155/9, 155/10, 156/8, 156/9, 159/1, 159/2, 159/3, 159/4, 159/5, 159/6, 159/7, 159/9, 159/11, 159/12, 160/1, 160/2, 160/3, 160/4, 160/9, 160/11, 168/3, 168/4, 177/16, 176/18, 307/1, 307/2, 308/1, 308/6, 308/7, 308/8, 308/12, 308/13, 308/17, 308/18, 313/1, 313/2, 313/3, 312/1, 312/2, 312/3, 312/4, 312/5, 312/7, 312/6, 168/15, 168/16, 168/17, 168/19, 174/12, 174/13, 174/14, 175/7, 175/8, 175/9, 175/10, 175/12, 175/13, 176/5, 177/1, 177/2, 177/3, 177/4, 177/10, 177/11, 177/12, 312/8, 326/8, 326/9, 326/10, 326/17, 326/18, 326/19, 326/20, 326/21, 326/22, 326/23, 321/2, 321/3, 321/17,	3.440	Pvt.
36.	GUNNEMPUDI	131, 140/1, 137/1, 137/2, 137/3, 137/4, 137/5, 148/1, 148/2, 148/3, 148/4, 148/5, 148/7, 148/8, 148/10, 148/11, 148/12, 148/19, 148/20, 148/21, 148/23, 148/24, 148/25,	4.986	Pvt.

150/1, 150/2, 150/26, 150/27, 150/28, 152/15, 152/16,
152/26, 152/24, 152/25, 152/27, 151/11, 151/12, 151/10,
151/3, 151/5, 151/6, 175/1, 175/2, 175/3, 175/4, 175/5,
175/6, 175/7, 175/8, 175/9, 175/15, 176/8, 176/9, 176/10,
176/11, 176/18, 176/19, 176/20, 176/21, 176/22, 176/23,
201/1, 201/3, 201/4, 201/7, 201/8, 201/11, 201/14,
201/15, 300/4, 305/5, 300/6, 300/7, 300/9, 300/10, 300/11,
300/12, 300/13, 300/14, 300/15, 300/16, 300/17, 300/18,
300/19, 300/20, 301/1, 301/2, 301/3, 301/4, 301/5, 301/6,
301/7, 301/8, 301/9, 301/10, 301/11, 301/21, 301/20, 301/22,
301/23, 301/25, 301/26, 301/27, 301/28, 301/33, 301/29,
301/39, 301/40, 301/30, 301/31, 302/11, 302/12, 302/13,
302/14, 302/15, 303/1, 303/2, 303/4, 303/5, 303/3,
303/9, 303/10, 303/11, 303/12, 304/14, 304/15, 304/30,
304/31, 304/32, 304/29, 305/24, 305/25, 321/1, 321/2,
321/3, 321/4, 321/5, 321/7, 321/8, 329/14, 329/15,
329/18, 329/19, 329/20, 328/5, 328/6, 328/19, 328/18, 328/20,
328/21, 328/17, 328/23, 328/24, 328/25, 328/26, 328/22,
328/28, 328/27, 341/3, 341/4, 341/5, 341/6, 341/7,
341/8, 341/9, 341/10, 341/11, 341/12, 341/13, 340.

37. Typuram 67/1, 67/2, 67/3, 67/4, 67/5, 67/6, 67/13, 67/15, 67/16, 67/17, 3.331 Pvt.
67/18, 69/1, 69, 71/1, 71/5, 71/6, 71/7, 71/9, 71/10,
71/11, 75/1, 78/1, 78/2, 78/3, 78/4, 84/1, 113/1, 113/2,
241/1, 247/18, 247/19, 247/17, 247/20, 247/21, 249/1,
250/2, 250/3, 264/4, 264/5, 264/8, 264/9, 264/10, 264/15,
264/16, 264/20, 264/21, 264/22, 264/24, 268/8, 268/9,
268/10, 268/11, 268/20, 268/21, 268/22, 268/23, 268/37,
268/38, 268/39, 268/41.

38. Chinamadina 9/1, 9/2, 9/3, 9/4, 9/5, 9/11, 9/12, 9/13, 9/14, 9/15, 1.809 Pvt.
9/16, 9/17, 9/18, 30/5, 37/3, 37/4, 37/5, 37/6, 37/7, 38/2,
38/3, 38/4, 38/5, 38/6, 38/9, 38/12, 38/13, 38/14, 38/18,
107/1, 107/2, 107/3, 107/4, 110/1, 110/2, 111, 112/4, 113/8.

PADERU REVENUE DIVISION :

TAHSIL : Chintapalli

39. Domlagondi	2, 3/1, 4/1, 15/3, 16.	2.05	Pvt.
40. Madigunta	33/1, 33/2, 33/3, 34/1.	0.45	Pvt.

1	2	3	4	5
41.	Beennavaram	14/4, 16/1, 16/2, 20/1, 20/2, 21/2, 28/1, 28/7, 29/6, 30/3, 30/4, 31/4, 31/5, 41/4.	2.31	Pvt.
42.	Lothugadda	8/2, 8/3, 8/4, 9/1, 9/2, 10/2, 10/3	0.79	Pvt.
43.	Rallagedda	16/1, 16/2, 18, 19/2, 19/3, 20/1, 20/2, 20/3.	0.73	Pvt.
44.	Boyapadu	1/4, 5/1, 15/3, 15/4, 7/3, 7/4, 7/5, 7/8, 8/1, 8/2, 8/3, 8/4, 8/5.	1.73	Pvt.
45.	Mamidipalli	6/3, 8/2, 9/1, 9/2, 12/1, 12/2, 12/3, 13/2, 13/4, 13/5, 16/2, 16/3, 54/4, 55/1, 55/2, 57/1, 57/6, 63/1, 63/3, 63/4, 63/5.	3.80	Pvt.
46.	Kadasilpa	3/1, 5/1, 10/1, 10/3, 11/2, 13/3, 15/2, 15/4, 18/2, 18/3, 21/3, 21/4, 21/6, 21/7.	2.14	Pvt.
47.	Tallakota	5/3, 6/3, 7/3, 9/1, 14/1, 14/3, 16	1.44	Pvt.
48.	Jangampakalu	5	0.38	Pvt.
49.	Korukonda	28/3, 29/5, 29/6, 30/1, 37/1, 37/2, 38/1, 38/2.	2.20	Pvt.
50.	Digajanada	2/3, 3/1, 3/3, 4/3, 4/4, 4/5, 4/6, 4/7, 4/8, 4/9.	0.75	Pvt.
51.	Cheruvuru	3, 4/2, 5/3, 9/1, 9/2, 9/3, 9/4, 9/5,	1.39	Pvt.
52.	Kotagunna	25/1, 25/2, 26/2, 27/1, 27/2, 46/1, 46/2, 47/2, 47/4, 47/5, 54/1, 54/2, 56/1, 56/2, 56/4.	2.46	Pvt.
53.	Meduru	6/1, 6/2, 6/3, 7/1, 7/2, 99/1, 99/5, 100/3, 100/4, 100/5, 100/6.	1.55	Pvt.
54.	Nimmalapadu	1, 2/1, 3, 5/2, 6/2, 6/3, 6/4, 6/5, 11, 12/3, 12/2, 12/4, 12/5, 12/7, 14/1, 14/3, 14/4, 14/6, 14/7, 14/8, 14/12, 14/16.	2.08	Pvt.
55.	Vattibusula	14/1, 14/2, 16.	0.67	Pvt.
56.	Pothuraju gummalu	16/1, 16/10, 23/1, 28/1, 29/1, 30/1, 30/2, 30/3, 54/1, 28/2 54/3, 86/1, 86/3, 88/1, 88/2, 88/4, 90/1, 90/2, 90/4.	3.79	Pvt.
57.	Kothapalem	10/1, 12/1, 35/1, 44/2, 45/1, 45/8, 46/1, 46/2, 46/4, 47, 49/2, 50.	2.38	Pvt.
58.	Burusangi	12/1, 12/3, 13/1, 13/2, 15/1, 16/1, 17/6, 17/7, 17/8, 17/10, 2.61 18/1, 18/4, 18/5, 25/4, 36/3, 36/4, 37/2, 37/10.	Pvt.	

1	2	3	4	5
59.	Labangi	1/1, 1/2, 5/2, 10/1, 10/2, 10/4, 11/3, 11/4, 11/5, 11/6, 11/7, 16/3, 16/4, 16/5, 16/6, 16/9, 16/14, 18/2, 18/3, 20/1, 47/2, 51/1, 52/1, 54/3, 20/2, 22/1, 22/6, 22/7, 24/1, 24/2, 24 3.	3.24	Pvt.
60.	Lamnasingi	23/1A, 23/2A, 27/1A, 29/1A, 42/1B, 42/2A, 42/3A, 50/2B, 50/3B, 51/3, 57/1, 57/2B, 58/1B, 58/3B, 80/4B, 87/3B, 113/1B, 27/2, 27/3.	4.74	Pvt.

District :—Malakangiri (Orissa State)

Tahsil :—Chitrakonda

1.	Dantan Guda	184, 185, 186, 188, 187, 156, 183, 144, 143, 145, 141, 157.	1.335	Pvt.
2.	Anjara Guda	126, 127, 136, 125, 134, 133, 128, 120, 140.	0.464	Pvt.
3.	Chitrakonda	872, 795, 875, 876, 894, 838, 871, 798, 799, 800, 846, 742, 794, 874, 893, 895, 812, 900, 811, 901, 837, 839, 840, 841, 842, 843, 844, 845, 857/1075, 856.	0.629	Pvt.
4.	Balliguda	171, 259, 250/626, 261, 153, 134, 135, 150/631, 152, 172, 185/630, 133, 273, 178, 274, 148, 196, 194, 271, 199, 197, 198, 275, 272, 260, 132, 149, 185, 184,	0.982	Pvt.
5.	Talapadar	13, 14, 11 10/214, 12.	0.136	Pvt.
6.	Banaguru	09, 08, 11, 14, 12, 13, 26, 30, 28, 27, 18, 17, 08, 25, 29, 15, 16, 29/679	0.985	Pvt.
7.	Paliguda	03, 02, 06, 01, 08, 12, 04, 67	0.367	Pvt.
8.	Badapadara	22, 54, 52, 61, 69, 56, 70, 58, 62, 59, 57, 15, 17, 23, 53, 20, 55, 65, 66, 67, 68, 60, 16, 21.	0.722	Pvt.
9.	Tandikonda	100, 116, 124, 117, 118, 121, 115, 137, 104, 102,	0.456	Pvt.
10.	Pabliguda	85, 82, 94, 159, 92, 157, 161, 158, 156, 163, 165, 90, 115, 83, 81, 118, 160, 162, 62, 84, 95, 164, 93	1.255	Pvt.
			0.790	Govt.

1	2	3	4	5
11.	Chimta palli	1175, 1006, 1013, 1002, 16, 1059, 14, 18, 1009, 1057, 1004, 1014, 1201, 1055, 1025, 1010, 1218, 1058, 1215, 1240, 1238, 1283, 1610, 822, 1539, 1553, 1575, 1554, 1506, 825, 1618, 1518, 1609, 1512, 1514, 1538, 1626, 869, 1543, 1566, 1564, 1542, 1508, 1611, 1568, 1574, 1558, 881, 1555, 1578, 868, 1556, 1619, 1530, 1567, 1573, 1244, 1286, 15, 1627, 1507, 1501, 1109, 823, 1510, 820, 1213, 443, 444, 445, 1011, 1012, 1048, 1049, 1098, 1173, 1174, 1202, 1214, 1216, 1237, 1290, 1284, 1292, 34, 31, 29, 17, 1541, 1500, 1499, 1502, 998, 1051, 1087, 26, 1540, 1110, 442, 1022, 1023, 1026, 1015, 1053, 1052, 1082, 1285, 1299, 1291, 1099, 1551, 1114, 1282, 1395, 1612, 1560, 32.	4.854	Pvt.
12.	Tatamangurha	232, 146, 252, 44, 142, 6, 147, 39, 03, 04, 02, 233, 230, 153, 155, 35, 125, 138, 141, 154, 01, 48, 38, 47, 49, 156, 46, 152, 42, 236, 41, 126, 07, 05, 231, 143, 234, 139, 229, 34, 34/311, 249, 228, 124, 08, 235/301, 235, 222, 222/309.	2.860 0.762	Pvt. Govt.
13.	Phulpadar	65 70, 72, 71.	0.128 0.505	Pvt. Govt.
14.	Panasgandi	44, 36, 118, 117, 35, 121, 116, 34, 33/136, 33, 42, 31, 30, 29, 43, 120, 133.	0.855 2.376	Pvt. Govt.
15.	Janba'i	12, 11. 03, 10.	0.540 0.540	Pvt. Govt.
16.	Nuagada	434, 437, 424, 427, 435, 438, 426, 439, 424/543, 436/534.	0.407 0.475	Pvt. Govt.
17.	Puranapani	01, 04, 46, 32, 47, 44, 43, 121, 42, 41, 39, 38, 37, 27, 26, 29, 122, 20, 48, 40, 21, 45, 120/229, 28, 30.	2.412 0.411	Pvt. Govt.
18.	Markelgunda	156, 176, 163, 442, 318, 147, 310, 311, 474, 475, 476, 162, 460, 459, 477, 955, 741, 461, 759, 458, 374, 433, 743, 946, 146, 155, 153, 164, 317, 316, 315, 457, 447, 441, 440, 437, 436, 434, 435, 761, 956, 154, 373, 528, 312, 330, 308, 527, 526, 732, 309.	2.236 0.928	Pvt. Govt.
19.	Lambasinga	122, 157, 63, 158, 258, 236, 255, 128, 164, 250, 247, 256, 40, 240, 249, 257, 234, 239, 251, 45, 46, 248, 123, 24, 50, 235, 121, 125, 163, 131, 130, 129, 119, 170, 57, 51, 271, 321/449, 49, 120, 162, 41, 127, 233, 252, 237, 44, 47, 254, 53, 253, 269, 262, 246, 270, 259, 135, 48, 264, 265, 451/321, 451, 249/466, 399, 132.	3.175 0.449	Pvt. Govt.

1	2	3	4	5	
20.	Bangur Pada	183, 202, 203, 201, 206, 192, 198, 199, 194, 180, 207, 189, 267, 190, 193, 195, 218, 197, 191, 187, 205, 204, 181, 186, 214, 188, 200, 178, 182, 217, 215, 216	1.561	Pvt.	
21(Orangi	183, 168, 167, 165, 176, 178, 181, 15, 241, 208, 254, 242, 256, 244, 177, 179, 166, 174, 164, 14, 17, 185, 206, 203, 246 264, 163, 169, 173, 175, 180, 182, 184, 245, 212, 207, 255, 253, 228, 284, 266, 265	1.093	Pvt.	
22.	Narsingpur	600, 427, 592, 599, 332, 335, 366, 364, 350, 261, 428, 598, 41, 01, 409, 424, 372, 552, 593, 365, 43, 334, 368, 64, 12, 597, 596, 407, 403, 594, 199, 404, 62, 197/679, 367, 347, 425, 370, 44, 61, 595, 429, 260, 02, 08, 19, 7, 05, 15 423, 03, 590, 614, 414, 197/680, 63, 65/670, 137/708, 137/707, 613/662, 196, 333, 334/637, 46, 44/682, 45, 198, 77/688	4.013	Pvt.	
23.	Kamawada	4263, 4367, 4377, 4378, 4379, 4348, 4363, 4365, 4552, 4606, 4259, 4267, 4269, 4371, 4600, 4553, 4605, 4538, 4536, 4375, 4539, 4264, 4258, 4599, 4598, 4374, 4541, 4537, 4597, 4589, 4616, 4540 4625, 4580, 4579, 4526, 4265, 4307, 4309, 4350, 4601, 4366, 4372, 4376, 4523, 4615, 4266, 4257, 4551, 4604, 4522, 4308, 4352	2.665	Pvt.	
24.	Rathaguda	63, 141, 154, 157, 161, 76, 77, 142, 158, 159, 144, 143	2.272	Govt.	
25.	Rampur	16, 19, 20, 21, 22, 34, 81, 80, 79, 83, 84, 76, 75, 72, 71, 70, 36, 78, 100/209, 01, 35	1.826	Govt.	
26.	Phula gundi	09, 10	0.453	Govt.	
27.	Khilaput	30	0.040	Govt.	
28.	Guntabada	88, 89, 86, 94, 93, 96, 108, 109, 110, 112 111, 114	1.273	Govt.	

Tahsil : Malkangiri

1.	Talapadar	71, 112, 111, 108, 115, 113, 66, 67, 64, 65, 63, 105, 107 68, 07, 09, 62, 114, 01, 06, 77, 70, 101	1.161	Pvt.
			1.991	Govt.

1	2	3	4	5
2.	Orkelguda	574, 575, 652, 651, 648, 576, 564, 565, 566, 567, 568, 586, 585, 654, 649, 572	0.731 1.180	Pvt. Govt.
3.	Tumsapalli	3453, 3454, 3456, 3461, 3482, 3479, 3532, 3560, 3681, 3776, 3777, 3781, 3767, 3685, 3782, 3770, 3769, 3768, 3764, 3862, 3460, 3775, 3726, 3766 3451, 3452, 3490, 3483, 3478, 3529, 3531, 3561, 3559, 3558, 3588, 3667, 3679, 3678, 3682, 3683, 3681/4032, 3686, 3771, 3772, 3773, 3774, 3765, 3762, 3754, 3751, 3862/4017, 3826, 3449, 3863, 3856,	2.236 3.108	Pvt. Govt.
4.	Cheruguda	137, 356, 438, 439, 446, 451, 368, 357, 136, 135, 365, 430, 134, 150, 145, 160, 361, 429, 409, 38, 36, 146, 151, 149, 043, 042, 362, 408, 410, 431, 432, 452, 170, 147, 367, 444, 445, 037	2.010 0.895	2Pvt, Govt.
5.	Mariwada	629, 630, 573, 575, 626, 574, 633, 572, 361, 634 627, 632	0.405 0.072	Pvt. Govt.
6.	Akarpalli	520.	0.455	Govt.
7.	Dharigurha	07, 10, 12, 253, 251, 249, 248, 317, 287, 319, 314, 827, 828, 333, 332, 366, 1146, 1145, 1139, 1141, 1411, 1496, 1495, 1497, 1533, 1532, 1534, 1536, 1535, 1547, 818, 819, 367, 1413, 823 1151, 1150, 1152, 1149, 1148, 365, 1158, 1157, 1207, 1147, 1140, 1410, 1156, 09, 11, 334, 313, 1494, 1548, 1552	3.268 1.508	Pvt. Govt.
8.	Dongaskhal	286, 324, 328, 329, 276, 277, 278, 348, 326, 325, 04, 05 06, 07, 72, 287, 334, 347, 342, 349, 436	0.866 4.735	Govt. Pvt.
9.	Balkati	1588, 1615, 1617, 1583, 1616, 1620, 631, 634, 189, 190, 191, 1587, 254, 561, 1235, 1572, 1574, 1575, 1578, 253, 216, 214, 212, 213, 218, 560, 559, 1243, 1236, 1613, 1795, 1793, 1798, 1802, 1801, 1806, 1825, 1828, 1826, 1827, 2028, 2034, 572, 159, 160, 161, 228, 547, 571, 1234, 1239, 2041, 2023, 2019, 2017, 2021, 158	3.974	Pvt.

Sl. No.	Name of Village	Survey Nos.	Area in - Hects.	Kind of land
		1845, 1846, 1921, 48, 49, 157, 156, 171, 255, 217, 215, 221, 222, 224, 225, 546, 553, 552, 557, 556, 562, 1241, 1242, 1230, 131, 1570, 1619, 1618, 1797, 2027, 2022, 2026, 1573, 1579, 1580, 1581, 1796, 1786, 2025, 2020	1.724	Govt.
10.	Kamalapadar	469, 471, 448, 473, 446, 447, 477, 627, 420, 485, 478, 479, 418, 518, 516, 517, 515, 514, 520, 626, 625, 581, 582, 624, 584, 583, 580, 590, 588, 589, 587	4.062	Pvt.
		482, 519, 586, 601, 628, 623, 468, 472, 419, 512, 597, 862	1.903	Govt.
11.	Tandapalli	3342, 3344, 3338, 3355, 3354, 578, 3357, 3356, 3377, 3370, 3384, 3385, 3389, 3378, 3401, 3255, 3254, 521, 518, 524, 527, 528, 544, 543, 542, 541, 567, 836, 834, 826, 827, 819, 803, 802, 800, 755, 754, 757, 2512, 2299, 1852, 2302, 2304, 1751, 1836, 3343, 1834, 3337, 337/4797, 3386, 3421, 3411, 3404, 568, 835, 2508, 2507, 2449, 2383, 2381, 2433, 1854, 1831, 1826, 3393, 837, 3402, 2367, 828, 1840, 2303, 758	6.122	Pvt.
		1915, 1916, 1914, 2305, 790, 720, 719, 718, 566, 2446, 2447, 2444, 2494, 2496, 2504, 2511, 545, 2454, 565, 3260, 3350, 1833, 1830, 1832, 1853, 1855, 2287, 2369, 2368, 2370, 2513, 821, 570, 3403, 3405, 3412, 3406, 3420, 756, 2434, 801, 806	2.675	Govt.
12.	Chidupalli	2175, 3379, 2124, 1593, 2773, 2724, 2729, 2757, 2755, 2756, 2752, 2804, 2798, 3225, 3251, 3253, 3177, 3160, 3162, 3165, 3310, 3309, 3396, 3405, 3406, 3407, 3423, 3127, 2210, 2173, 2768, 2735, 2754, 2886, 3172, 3273, 2187, 2182, 2188, 2190, 2206, 2201, 2148, 2150, 2151, 2129, 2747, 2795, 3184, 3420, 3419, 3421, 3426, 3179, 2186,	4.309	Govt.
		2160, 2205, 2202, 2193, 2135, 2152, 2799, 2800, 2801, 3252, 2167, 2168, 2161, 2147, 2136, 3166, 3130, 3129, 2125, 2126, 2708, 2770, 2771, 2153, 3161, 3163, 2796, 3378, 2130, 2128, 2794, 2750, 3178, 3176, 3159, 3164, 2751, 3418, 3424, 3422, 2203, 2189, 2211, 2166, 2209, 3429, 2149, 2191, 2703	4.373	Pvt.
13.	Panarguda	735, 736, 737	0.258	Pvt.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

(1)	(2)	(3)
सामग्रीधारा	138	0.330
385 / 7	0.240	
400 / 1	0.300	
400 / 2	0.070	
403	0.051	
426	0.038	
427	0.210	
428	0.210	
429	0.360	
445	0.260	
446	0.320	
447	0.010	
448	0.044	
449	0.025	
451	0.070	
454	0.120	
455	0.130	
462	0.041	
502 / 1	0.360	
507	0.210	
508	0.025	
509	0.060	
510	0.010	
511	0.038	
516 / 2	0.320	
519 / 2	0.025	
522 / 2	0.025	
523 / 1	0.260	
523 / 2	0.040	
524 / 1	0.051	
525 / 2	0.100	
526	0.099	
528	0.038	
530	0.010	
212	0.320	
213	0.200	
220	0.190	
221	0.130	
264	0.070	
265	0.025	
267 / 1	0.038	
267 / 2	0.250	
268 / 1	0.025	
268 / 2	0.180	
269	0.025	
270 / 1	0.230	
270 / 2	0.300	
271	0.025	
273	0.100	

अनुसूची

तहसील : सारंगपुर	जिला : राजगढ़	राज्य : मध्य प्रदेश	लिस्ट
गाँव का नाम	सर्वे क्रमांक	क्षेत्र	
(1)	(2)	(3)	हेक्टेयर/ आरे
खजुरी धाटा	2 / 2	0.550	
	3	0.130	
	4	0.230	
	9	0.110	
	31	0.190	
	32 / 2	0.460	
	33	0.080	
	34	0.130	
	36 / 1	0.120	
	36 / 2	0.260	

(1)	(2)	(3)	(1)	(2)	(3)
	274	0.140		299 / 2 / 2	0.160
	275 / 1	0.025		299 / 2 / 1 / 2	0.050
	276 / 2	0.205		299 / 3 / 2	0.144
	276 / 3	0.017		299 / 4	0.210
बारोल	8	0.051		300 / 1	0.090
	9	0.110		300 / 2	0.062
	10 / 2	0.010		301	0.020
	14	0.350		323	0.010
	15 / 1 / 1	0.190		324	0.084
	18	0.200		325	0.020
	19	0.170		326	0.010
	20	0.050		327 / 1 / 1	0.190
	35 / 1	0.060		327 / 2	0.126
	36	0.041		328 / 3 / 1	0.033
	37 / 2	0.051		328 / 4 / 1	
	39	0.080		337	0.030
	40	0.340		340	0.140
	41	0.070		341 / 1	0.025
	43 / 2	0.025		343 / 1	0.190
	46	0.146		344	0.025
	53 / 1	0.200		345 / 2	0.010
	54	0.051		351 / 1	0.227
	59 / 1	0.120		352 / 1	0.040
	59 / 2	0.110		353	0.130
	61	0.230		354 / 2	0.100
	65	0.041		355 / 2	0.040
	67	0.041		407 / 2	0.060
	68 / 1	0.070		412	0.025
	77	0.025		413	0.260
	78	0.420		451 / 1 / 1	0.220
	79 / 1	0.090	निपाशियातुला	455	0.060
	79 / 2	0.300		456 / 2	0.227
	80	0.690		457	0.229
	82 / 2	0.400		458	0.030
	87	0.010		459	0.214
सेल्पालोटी	2 / 1	0.040		462	0.256
पडारी	282	0.140		465	0.068
	283 / 7	0.260		466	0.010
	286 / 1 / 1	0.010		467	0.360
	287 / 1	0.240		619	0.133
	287 / 2	0.190		620	0.187
	288	0.160		659 / 1 / 1	0.010
	289	0.340		660	0.267
	290	0.010		661 / 1	0.378
	291	0.190		667	0.220
	292 / 1	0.300		668	0.122
	292 / 2	0.040		669	0.500
	297 / 2 / 2	0.340		671	0.176
	298	0.050		672	0.040

(1)	(2)	(3)	(1)	(2)	(3)
	674	0.031		525 / 1	0.140
	733	0.130		736 / 2	0.040
	785	0.020		737 / 1	0.160
	788	0.010		737 / 2	0.190
	789	0.050		740	0.090
	790	0.152		741 / 1	0.180
	791	0.062		742 / 2	0.190
	794	0.032		743 / 1	0.020
	807 / 1	0.360		744	0.255
	807 / 2	0.350		745 / 2	0.210
	807 / 3	0.220		746 / 2	0.020
	808	0.126		782	0.060
	809 / 1	0.080		786	0.060
	810 / 1	0.042		787 / 1	0.140
	811	0.100		787 / 2	0.200
देवला	165 / 1 / 2	0.250		792	0.050
	290 / 3	0.100		793	0.080
	291 / 1	0.050		794	0.215
	292	0.320		795	0.330
	293 / 1 / 3	0.200		797 / 1 / 2	0.020
	293 / 1 / 4	0.200		799	0.010
	293 / 1 / 6	0.200		800 / 1	0.340
	293 / 1 / 7	0.060		800 / 2	0.240
	298	0.070		801	0.045
	299	0.055		802	0.070
	300	0.070		803	0.010
	301 / 1 / 1	0.090		816	0.012
	301 / 2	0.140		817 / 2	0.020
	303	0.020	म्याना	3	0.320
	304	0.050		4	0.090
	305 / 4	0.060		7 / 1	0.210
	305 / 6	0.031		267	0.060
	394 / 2	0.010		281 / 2	0.680
	401 / 1	0.250		281 / 3	0.470
	401 / 2 / 2	0.360		283	0.015
	477	0.120		284	0.010
	480	0.010		285 / 1 / 1	0.045
	481	0.045		285 / 1 / 2	0.250
	483	0.380		286	0.195
	495	0.010		293 / 231 / 1 / 8	0.040
	500	0.220		293 / 231 / 1 / 9	0.130
	501 / 2	0.010		293 / 231 / 1 / 10	0.090
	502	0.200		293 / 231 / 1 / 11	0.320
	503	0.040		331 / 7	0.360
	505	0.080		331 / 8	0.700
	506 / 1	0.240		342	0.020
	506 / 2	0.140		343 / 2	0.150
	522	0.030	सेमीलोडा	530	0.014
	523 / 1 / 1	0.070		533 / 1	0.240

(1)	(2)	(3)	(1)	(2)	(3)
	533 / 1 / 3 / 2	0.110		1262	0.040
	533 / 2 / 1	0.420		1264	0.090
	533 / 2 / 2	0.110		1265	0.160
	535	0.020		1266	0.260
	537/1	0.430		1268 / 1	0.300
	538	0.070		1268 / 2	0.280
	543	0.010		1269	0.280
	545	0.292		1272	0.170
	546 / 2	0.330		1273 / 1	0.040
	678 / 1	0.090		1273 / 2	0.170
	678 / 2	0.360		1274	0.050
	678 / 3	0.360		1276	0.120
	679 / 1	0.010		1278	0.014
	680 / 1	0.125		1279	0.010
	680 / 2	0.127		1283	0.290
	681 / 1	0.252		1284	0.160
	682	0.010		1285	0.070
संवादता	768	0.160		1302 / 2	0.110
	769	0.220		1302 / 3	0.120
	772	0.190		214 / 1 / 1	0.010
	773	0.160	चरखेश खुर्प	214 / 1 / 2	0.040
	782	0.051		214 / 1 / 3	0.110
	802 / 1	0.190		215	0.520
	802 / 1 / 2	0.140		264	0.115
	802 / 2	0.160		265 / 1	0.103
	831 / 5	0.150		265 / 2	0.190
	831 / 8	0.350		267	0.136
	837	0.020		269 / 1	0.270
	839	0.020		269 / 2 / 1 / 1	0.110
	840	0.240		293 / 2	0.010
	853	0.100		294 / 4	0.080
	854 / 2	0.260		296	0.160
	857	0.110		297	0.030
	872	0.210		307 / 2	0.088
	873	0.200		308 / 2	0.365
	874 / 1	0.038		308 / 3	0.110
	875	0.300		311	0.214
	876	0.140		312	0.130
	878 / 2]	0.160		313 / 1 / 2	0.060
	879 / 2]	0.160		313 / 2	0.120
	880	0.010		334 / 1	0.060
	883	0.041		334 / 2	0.210
	884	0.100		334 / 3	0.160
	885	0.170		335	0.123
	886	0.040		343 / 1	0.030
	887	0.300		343 / 2	0.270
	892	0.090		346	0.400
	1202	0.020		347 / 2	0.020
	1216	0.650		347 / 3	0.290
	1217	0.040			
	1218	0.330		[सं. आर-31015/26/9]	
	1219	0.250		के. सी. कटोन, अवर सचिव	
	1220	0.010			

Ministry of Petroleum and Natural Gas

New Delhi, the 13th October, 1997

S.O. 2675 - Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from Vadinar in the State of Gujarat to Bina in the State of Madhya Pradesh, pipelines should be laid by the Bharat Oman Refineries Limited;

And whereas for the purpose of laying such pipelines, it is necessary to acquire the right of user in the lands described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the lands described in the said Schedule may within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Deepak Deshpande, the competent authority, Bharat Oman Refineries Limited, 31 Ward, Jain Takhtmal Colony, Civil Lines, Main Road, Vidisha 464-001 Madhya Pradesh.

Schedule

Tehsil : Sarangpur Dist: Raigarh State : Madhya Pradesh

Name of Village	Survey No.	Area Hectare/Are
(1)	(2)	(3)
Khajuriya ghat	2 / 2	0.550
	3	0.130
	4	0.230
	9	0.110

	(1)	(2)	(3)	
Samgi ghat		31 32 / 2 33 34 36 / 1 36 / 2 138 385 / 7 400 / 1 400 / 2 403 426 427 428 429 445 446 447 448 449 451 454 455 462 502 / 1 507 508 509 510 511 516 / 2 519 / 2 522 / 2 523 / 1 523 / 2 524 / 1 525 / 2 526 528 530 Tesai	0.190 0.460 0.080 0.130 0.120 0.260 0.330 0.240 0.300 0.070 0.051 0.038 0.210 0.210 0.360 0.260 0.320 0.010 0.044 0.025 0.070 0.120 0.130 0.041 0.360 0.210 0.025 0.060 0.010 0.038 0.320 0.025 0.025 0.260 0.040 0.051 0.100 0.099 0.038 0.010 212 213 220 221 264 265 267 / 1 267 / 2 268 / 1 268 / 2 269 270 / 1	0.190 0.460 0.080 0.130 0.120 0.260 0.330 0.240 0.300 0.070 0.051 0.038 0.210 0.210 0.360 0.260 0.320 0.010 0.044 0.025 0.070 0.120 0.130 0.041 0.360 0.210 0.025 0.060 0.010 0.038 0.320 0.025 0.025 0.260 0.040 0.051 0.100 0.099 0.038 0.010 0.320 0.200 0.190 0.130 0.070 0.025 0.038 0.250 0.025 0.180 0.025 0.230

(1)	(2)	(3)	(1)	(2)	(3)
270 / 2	0.300		299 / 2 / 2	0.160	
271	0.025		299 / 2 / 1 / 2	0.050	
273	0.100		299 / 3 / 2	0.144	
274	0.140		299 / 4	0.210	
275 / 1	0.025		300 / 1	0.090	
276 / 2	0.205		300 / 2	0.062	
276 / 3	0.017		301	0.020	
Barol	8	0.051		323	0.010
	9	0.110		324	0.084
	10 / 2	0.010		325	0.020
	14	0.350		326	0.010
	15 / 1 / 1	0.190		327 / 1 / 1	0.190
	18	0.200		327 / 2	0.126
	19	0.170		328 / 3]	0.033
	20	0.050		328 / 4]	
	35 / 1	0.060		337	0.030
	36	0.041		340	0.140
Nipaniyatula	37 / 2	0.051		341 / 1	0.025
	39	0.080		343 / 1	0.190
	40	0.340		344	0.025
	41	0.070		345 / 2	0.010
	43 / 2	0.025		351 / 1	0.227
	46	0.146		352 / 1	0.040
	53 / 1	0.200		353	0.130
	54	0.051		354 / 2	0.100
	59 / 1	0.120		355 / 2	0.040
	59 / 2	0.110		407 / 2	0.060
	61	0.230		412	0.025
	65	0.041		413	0.260
	67	0.041		451 / 1 / 1	0.220
	68 / 1	0.070		455	0.060
Khercha khedi	77	0.025		456 / 2	0.227
	78	0.420		457	0.229
	79 / 1	0.090		458	0.030
	79 / 2	0.300		459	0.214
	80	0.690		462	0.256
	82 / 2	0.400		465	0.068
	87	0.010		466	0.010
	2 / 1	0.040		467	0.560
Pathari	282	0.140		619	0.133
	283 / 7	0.260		620	0.187
	286 / 1 / 1	0.010		659 / 1 / 1	0.010
	287 / 1	0.240		660	0.267
	287 / 2	0.190		661 / 1	0.378
	288	0.160		667	0.220
	289	0.340		668	0.122
	290	0.010		669	0.500
	291	0.190		671	0.176
	292 / 1	0.300		672	0.040
297 / 2 / 2	292 / 2	0.040		674	0.031
	297 / 2 / 2	0.340		733	0.130
	298	0.050		785	0.020

(1)	(2)	(3)	(1)	(2)	(3)
	788	0.010		742 / 2	0.190
	789	0.050		743 / 1	0.020
	790	0.152		744	0.255
	791	0.062		745 / 2	0.210
	794	0.032		746 / 2	0.020
	807 / 1	0.360		782	0.060
	807 / 2	0.350		786	0.060
	807 / 3	0.220		787 / 1	0.140
	808	0.126		787 / 2	0.200
	809 / 1	0.080		792	0.050
	810 / 1	0.042		793	0.080
	811	0.100		794	0.215
Daidala	165 / 1 / 2	0.250		795	0.330
	290 / 3	0.100		797 / 1 / 2	0.020
	291 / 1	0.050		799	0.010
	292	0.320		800 / 1	0.340
	293 / 1 / 3	0.200		800 / 2	0.240
	293 / 1 / 4	0.200		801	0.045
	293 / 1 / 6	0.200		802	0.070
	293 / 1 / 7	0.060		803	0.010
	298	0.070		816	0.012
	299	0.055		817 / 2	0.020
	300	0.070	Bhyana	3	0.320
	301 / 1 / 1	0.090		4	0.090
	301 / 2	0.140		7 / 1	0.210
	303	0.020		267	0.060
	304	0.050		281 / 2	0.680
	305 / 4	0.060		281 / 3	0.470
	305 / 6	0.031		283	0.015
	394 / 2	0.010		284	0.010
	401 / 1	0.250		285 / 1 / 1	0.045
	401 / 2 / 2	0.360		285 / 1 / 2	0.250
	477	0.120		286	0.195
	480	0.010		293 / 331 / 1 / 8	0.040
	481	0.045		293 / 331 / 1 / 9	0.130
	483	0.380		293 / 331 / 1 / 10	0.090
	495	0.010		293 / 331 / 1 / 11	0.320
	500	0.220		331 / 7	0.360
	501 / 2	0.010		331 / 8	0.700
	502	0.200		342	0.020
	503	0.040		343 / 2	0.150
	505	0.080	Semiliboda	530	0.014
	506 / 1	0.240		533 / 1	0.240
	506 / 2	0.140		533 / 1 / 3 / 2	0.110
	522	0.030		533 / 2 / 1	0.420
	523 / 1 / 1	0.070		533 / 2 / 2	0.110
	525 / 1	0.140		535	0.020
	736 / 2	0.040		537 / 1	0.430
	737 / 1	0.169		538	0.070
	737 / 2	0.190		543	0.010
	740	0.090		545	0.292
	741 / 1	0.180		546 / 2	0.330

(1)	(2)	(3)	(1)	(2)	(3)
	678 / 1	0.090		1268 / 2	0.280
	678 / 2	0.360		1269	0.280
	678 / 3	0.360		1272	0.170
	679 / 1	0.010		1273 / 1	0.040
	680 / 1	0.125		1273 / 2	0.170
	680 / 2	0.127		1274	0.050
	681 / 1	0.252		1276	0.120
	682	0.010		1278	0.014
Sandavata	768	0.160		1279	0.010
	769	0.220		1283	0.290
	772	0.190		1284	0.160
	773	0.160		1285	0.070
	782	0.051		1302 / 2	0.110
	802 / 1	0.190		1302 / 3	0.120
	802 / 1 / 2	0.140	Barkheda Khurram	214 / 1 / 1	0.010
	802 / 2	0.160		214 / 1 / 2	0.040
	831 / 5	0.150		214 / 1 / 3	0.110
	831 / 8	0.350		215	0.520
	837	0.020		264	0.115
	839	0.020		265 / 1	0.103
	840	0.240		265 / 2	0.190
	853	0.100		267	0.136
	854 / 2	0.260		269 / 1	0.270
	857	0.110		269 / 2 / 1 / 1	0.110
	872	0.210		293 / 2	0.010
	873	0.200		294 / 4	0.080
	874 / 1	0.038		296	0.160
	875	0.300		297	0.030
	876	0.140		307 / 2	0.088
	878 / 2 }			308 / 2	0.365
	879 / 2]	0.160		308 / 3	0.110
	880	0.010		311	0.214
	883	0.041		312	0.130
	884	0.100		313 / 1 / 2	0.060
	885	0.170		313 / 2	0.120
	886	0.040		334 / 1	0.060
	887	0.300		334 / 2	0.210
	892	0.090		334 / 3	0.160
	1202	0.020		335	0.123
	1216	0.650		343 / 1	0.030
	1217	0.040		343 / 2	0.270
	1218	0.330		346	0.400
	1219	0.250		347 / 2	0.020
	1220	0.010		347 / 3	0.290
	1262	0.040			
	1264	0.090			
	1265	0.160			
	1266	0.260			
	1268 / 1	0.300			

[No. R-31015/26/97-OR. II]

K. C. Katoch, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 10 अक्टूबर, 1997

का. आ. 2676.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में वाढ़ीनार से मध्य प्रदेश राज्य में बीना तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत ओमन रिफाइनरीज लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को यह भी प्रतीत होता है कि उक्त पाइपलाइन बिछाई जानेके प्रयोजन के लिए, इस अधिसूचना से उपायम् अनुसूची में वर्णित भूमि में, उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें के उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में द्वितीय कोई व्यक्ति, उस तारीखसे, जिसको मारत के राजपत्र में यथाप्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाने के संबंध में या उनमें उपयोग के अधिकार का अर्जन करने संबंधी लिखित में आक्षेप, सक्षम प्राधिकारी, श्री दीपक देशपाण्डे, मध्य मारत परिष्करणी परियोजना, मारत ओमन रिफाइनरीज लिमिटेड, 31 बार्ड, जैन तख्तमल कॉलोनी, सिंधिल लाईन, मेन रोड, बिहिरा-464 001 (मध्य प्रदेश) को कर सकेगा।

अनुसूची

तहसील : लटेरी	निला : विविशा	राज्य : मध्य प्रदेश
गाँव का नाम	सर्वेक्षण संख्या	क्षेत्र
(1)	(2)	(3)
चन्देरी	3	0.063
	4 / 2	0.557
	5 / 2	0.025
	5 / 3	0.051
	6	0.481
	36	0.152
	38 / 1	0.379
	38 / 2	0.291
	38 / 3	0.013
	39	0.240

	(1)	(2)	(3)
ताजपुरा	12	0.013	
	14	0.051	
	16	0.051	
	17	0.266	
	18	0.164	
	19	0.025	
	22	0.063	
	23	0.076	
	24	0.240	
	25	0.177	
	26	0.304	
	37	0.013	
	43	0.202	
	44	0.304	
	48	0.126	
	56	0.202	
	57		}
	58 / 1		0.531
	58 / 2		0.417
	67	0.208	
	68	0.063	
	69	0.063	
	70	0.253	
	71	0.076	
	72 / 1	0.139	
	72 / 3	0.126	
	78	0.190	
	80	0.063	
	81	0.278	
	82	0.038	
	83	0.076	
	85	0.126	
	86	0.026	
	87	0.051	
आरी नौवांगांद	97	0.442	
	98	0.152	
	100	0.013	
	101	0.164	
	103	0.051	
	104	0.291	
	108	0.240	
	118	0.493	
	119	0.759	
महावन	8 / 10	0.506	
	8 / 11	0.354	
सेमरी बशीर	25	0.455	
	26	0.051	
	28 / 1	0.278	
	36 / 1	0.569	
	36 / 2	0.759	

(1)	(2)	(3)	(1)	(2)	(3)
	41	0.063		511	0.392
	42	0.329		512	0.063
	43	0.139		513	0.569
	48	0.423		518 / 2	0.076
	49	0.164		519	0.885
	50	0.253		520	0.126
रोगना	109 / 4	0.101		626	0.455
	110 / 1	1.670		635	0.354
	146	0.129		636	0.228
	148	0.038		637	0.367
	149	0.215		639	0.266
	150	0.240		640	0.177
	151	0.215		641	0.114
	160 / 2	0.025		646	0.063
नेष्टी	86	0.455		727	0.759
	248	0.582		728	0.316
	249	0.329		729	0.468
	254	0.038		730	0.443
	263	0.038		731	0.240
	287	0.038		732	0.455
	308	0.010		734	0.367
	309	0.341		736	0.139
	314	0.316		758	0.089
	315	0.253		759	0.089
	316	0.253		760	0.013
	317	0.773		761	0.342
	320	0.025	लतचिया	316	0.215
	321	0.089		317	0.367
	322	0.316		318	0.152
लटेरी	231 / 2	0.911		321	0.291
	321	0.342		322	0.316
	322	0.329		323	0.405
	323 / 1	0.038		328	0.595
	325	0.316		329	0.531
	326 / 1	0.620		340	0.063
	336	0.013		342	0.708
	337	0.240		343	0.342
	338	0.266	मुण्ड सुर्द	56	0.177
	349	0.164		64	0.607
	351	0.145		65	0.291
	352	0.481		71	0.253
	353 / 826	0.481	बदामुखपुर	56 / 1	0.101
	354	0.114		88 / 5	0.700
	355	0.101		89	0.091
	396	0.190		92	0.038
	397	0.557		93	0.013
	398	0.304		99	0.220
	400	0.390		100	0.101
	408	0.013		101	0.455
	409	0.202		102	0.051
	503	0.860		141	0.330
	509	0.417		143	0.506

(1)	(2)	(3)	(1)	(2)	(3)
144	0.388		45	0.152	
145	0.379		47 / 2	0.038	
151	0.101		48	0.253	
164	0.260		49	0.114	
165	0.013		62 / 1	0.253	
168	0.471		62 / 2	0.164	
169	0.253		63	0.278	
171	0.230		64	0.240	
172	0.340		70 / 1	0.114	
173	0.051		78 / 1	0.126	
174	0.120		78 / 2	0.025	
175	0.740		87	0.013	
मुरास	20	0.126	217	0.405	
	24	0.417	218	0.025	
	25 / 1	0.152	222	0.013	
	25 / 2	0.595	223	0.013	
	26	0.126	224	0.253	
	30 / 1	0.152	225	0.152	
	48	0.405	227	0.038	
	50	0.392	228 / 2	0.013	
	51	0.633	229	0.367	
	60	0.089	256	0.025	
	64	0.632	262	0.316	
	82	0.531	263	0.152	
	83	0.038	266	0.620	
	84	0.025	11	1.392	
	86	0.013	चम्पटपुर		14 / 1 / 14
	87	0.392	मसूरी		0.177
	88	0.481	लसिया		0.885
	90	0.013			60
मसामपुर	188 / 1	0.417			0.632
	188 / 2	0.392			66
	196 / 1	0.506			69
	197	0.354			0.126
	203	0.089			70
	204	0.051			0.230
	205	0.089			71
	245	0.328			0.051
	246	0.582			72
	251	0.025			0.405
	252	0.215			76
	253	0.101			89
	254	0.089			98
	256	0.089			99
	257	0.367			0.342
	258	0.190			101
	18	0.013			0.304
	19	0.177			195 / 3
	20	0.038			195 / 4
	22	0.304			202
	23	0.215			203
	24	0.089			210
	40	0.506			242
	44	0.253			243
					244
					245 / 1
					255
					256
					0.228
					0.493
					0.139

[सं. आर-31015/32/97-ओआर.II]

के. सी. कटोच, अवर सचिव

Ministry of Petroleum and Natural Gas

(1)	(2)	(3)
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5 / 3	0.051
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6	0.481
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36	0.152
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38 / 1	0.379
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38 / 2	0.291
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38 / 3	0.013
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39	0.240
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41 / 1	0.342
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42	0.126
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Tajpura

12	0.013
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14	0.051
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16	0.051
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17	0.266
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18	0.164
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19	0.025
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22	0.063
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23	0.076
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24	0.240
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25	0.177
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26	0.304
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37	0.013
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43	0.202
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44	0.304
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48	0.126
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56	0.202
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57	0.531
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58 / 1	0.417
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58 / 2	0.208
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67	0.063
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68	0.063
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69	0.063
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70	0.253
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71	0.076
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72 / 1	0.139
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72 / 3	0.126
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78	0.190
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80	0.063
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81	0.278
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82	0.038
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83	0.076
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85	0.126
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86	0.026
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87	0.051
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97	0.442
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98	0.152
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100	0.013
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101	0.164
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103	0.051
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104	0.291
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108	0.240
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118	0.493
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119	0.759
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Schedule
Ari Nawab
Tehsil : Lateri District : Vidisha State : Madhya Pradesh

Name of Village	Survey No.	Area Hectare/Are	(1)	(2)	(3)
Chanderi	3	0.063			
	4 / 2	0.557			
	5 / 2	0.025			

(1)	(2)	(3)	(1)	(2)	(3)
Mahavan	8 / 10	0.506		408	0.013
	8 / 11	0.354		409	0.202
Semri Bashir	25	0.455		503	0.860
	26	0.051		509	0.417
	28 / 1	0.278		511	0.392
	36 / 1	0.569		512	0.063
	36 / 2	0.759		513	0.569
	41	0.063		518 / 2	0.076
	42	0.329		519	0.885
	43	0.139		520	0.126
	48	0.423		626	0.455
	49	0.164		635	0.354
Rengana	50	0.253		636	0.228
	109 / 4	0.101		637	0.367
	110 / 1	1.670		639	0.266
	146	0.129		640	0.177
	148	0.038		641	0.114
	149	0.215		646	0.063
	150	0.240		727	0.759
	151	0.215		728	0.316
	160 / 2	0.025		729	0.468
	86	0.455		730	0.443
Nevill	248	0.582		731	0.240
	249	0.329		732	0.455
	254	0.038		734	0.367
	263	0.038		736	0.139
	287	0.038		758	0.089
	308	0.010		759	0.089
	309	0.341		760	0.013
	314	0.316		761	0.342
	315	0.253	Laichiya	316	0.215
	316	0.253		317	0.367
	317	0.773		318	0.152
	320	0.025		321	0.291
	321	0.089		322	0.316
	322	0.316		323	0.405
	231 / 2	0.911		328	0.595
Lateri	321	0.342		329	0.531
	322	0.329		340	0.063
	323 / 1	0.038		342	0.708
	325	0.316		343	0.342
	326 / 1	0.620	Bhugai Khurd	56	0.177
	336	0.013		64	0.607
	337	0.240		65	0.291
	338	0.266		71	0.253
	349	0.164		56 / 1	0.101
	351	0.145		88 / 5	0.700
	352	0.481		89	0.091
353 / 826	0.481		Bahadurpur	92	0.038
	354	0.114		93	0.013
	355	0.101		99	0.220
	396	0.190		100	0.101
	397	0.557		101	0.455
	398	0.304		102	0.051
	400	0.390		141	0.330
				143	0.506

(1)	(2)	(3)	(1)	(2)	(3)
	144	0.388		45	0.152
	145	0.379		47 / 2	0.038
	151	0.101		48	0.253
	164	0.260		49	0.114
	165	0.013		62 / 1	0.253
	168	0.471		62 / 2	0.164
	169	0.253		63	0.278
	171	0.230		64	0.240
	172	0.340		70 / 1	0.114
	173	0.051		78 / 1	0.126
	174	0.120		78 / 2	0.025
	175	0.740		87	0.013
Murwas	20	0.126		217	0.405
	24	0.417		218	0.025
	25 / 1	0.152		222	0.013
	25 / 2	0.595		223	0.013
	26	0.126		224	0.253
	30 / 1	0.152		225	0.152
	48	0.405		227	0.038
	50	0.392		228 / 2	0.013
	51	0.633		229	0.367
	60	0.089		236	0.025
	64	0.632		262	0.316
	82	0.531		263	0.152
	83	0.038		266	0.620
	84	0.025	Champatpur	11	1.392
	86	0.013		14 / 1 / 14	0.177
	87	0.392	Masuri	244	0.885
	88	0.481	Rusiya	60	0.632
	90	0.013		66	0.126
	188 / 1	0.417		69	0.230
	188 / 2	0.392		70	0.230
	196 / 1	0.506		71	0.051
	197	0.354		72	0.405
	203	0.089		76	0.342
	204	0.051		89	0.304
	205	0.089		98	0.026
	245	0.328		99	0.177
	246	0.582		101	0.759
	251	0.025		195 / 3	0.250
	252	0.215		195 / 4	0.025
	253	0.101		202	0.038
	254	0.089		203	0.051
	256	0.089		210	0.350
	257	0.367		242	0.202
	258	0.190		243	0.177
Balrampur	18	0.013		244	0.228
	19	0.177		245 / 1	0.228
	20	0.038		255	0.493
	22	0.304		256	0.139
	23	0.215			
	24	0.089			
	40	0.506			
	44	0.253			

[File No. R-31015/32/97-OR. II]

K. C. Katoch, Under Secy.

नई दिल्ली, 13 अक्टूबर, 1997

का. आ. 2677.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन 1962 अधिनियम, 1962 (1962 का 50) की धारा-2 के खण्डक का अनुसरण करते हुए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या - का.आ. 2276, तारीख 21 अक्टूबर, 1993 का निम्न प्रकार से संशोधन करती है, अर्थात्:-

उक्त अधिसूचना की अनुसूची के स्तम्भ । में 'विश्विष्ट परियोजना अधियंता, इडियन ऑयल कारपोरेशन लिमिटेड, कांडला भटिंडा पाइपलाइन परियोजना, फ्लैट नं. 1141, सेक्टर नं. 13, अरबन हस्टेट, करनाल (हरियाणा)' शब्दों के स्थान पर 'उप-अग्निशमन और सुरक्षा प्रबन्धक, इडियन ऑयल कारपोरेशन लिमिटेड, कांडला भटिंडा पाइपलाइन परियोजना, डाकघर - पानीपत रिफाइनरी, गाँव - बहोली, जिला - पानीपत (हरियाणा)' शब्द रखे जायेंगे।

[सं. : आर-31015/19/97-ओ. आर-I]
के. सी. कटोच, अवर सचिव

New Delhi, the 13th October, 1997

S.O. 2677.— In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby amend the notification of the Government of India in the Ministry of Petroleum nad Natural Gas No. S.O. 2276, dated the 21st Ootober, 1993 as follows, namely :-

In the said notification, in the SCHEDULE, under column 1, for the words "Senior Project Engineer, Indian Oil Corporation Limited, Kandla-Bhatinda Pipeline Project, Flat No. 1141, Sector-13, Urban Estate, KARNAL (Haryana)", the words "Deputy Fire & Safety Manager, Indian Oil Corporation Limited, Kandla-Bhatinda Pipeline Project, P.O. - Panipat Refinery, Village-Baholi, District-Panipat (Haryana)" shall be substituted.

[No. R-31015/19/97-OR-I]
K. C. Katoch, Under Secy.

नई दिल्ली, 13 अक्टूबर, 1997

का. आ. 2678.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन 1962 (1962 का 50) (जिसे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3237, तारीख 23 नवम्बर, 1996 द्वारा, पश्चिमी बंगाल राज्य के हल्किया से बिहार राज्य के बरीनी तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन हेतु उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी,

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 15 जुलाई, 1997 को उपलब्ध करा

दी गई थीं,

2506 GI 97-8

और उक्त अधिनियम की धारा 6 उपधारा १। के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है,

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का पाइपलाइन बिछाने के लिए अर्जत किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा १। द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है,

यह और कि केन्द्रीय सरकार, उक्त धारा की उपधारा १। द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विलासगमों से मुक्त होकर इस घोषणा के प्रकाशन की तारीख को फ्रैंडियन ऑफिस कापारिशन लिमिटेड में निहित होगा।

अनुसूची

पुनिराधाना : सुनाहाटा जिला : मिदनापुर राज्य : पश्चिमी बंगाल

गाँव	अधिकारिता सूची संख्या	फ्लॉट संख्या	हेबटेयर	क्षेत्र आर	रोटीआर
1	2	3	4	5	6
तेंतुलबेरिया	170	1418	0	7	69
		1415	0	8	48
		1414	0	1	62
		1924	0	2	0
		1410	0	3	27
		1409	0	2	6
		1401	0	15	97
		1400	0	4	86
		1399	0	0	40
		641	0	0	60
		640	0	4	5
		639	0	4	86

1	2	3	4	5	6
		637	0	0	81
		638	0	1	21
		636	0	0	40
		635	0	0	81
		634	0	0	40
		633	0	0	81
		631	0	1	82
		629	0	0	80
		640	0	0	40
		625	0	1	82
		1807	0	2	83
		628	0	1	21
		624	0	10	52
		588	0	6	28
		589	0	2	43
		587	0	0	10
		600	0	3	23
		601	0	2	83
		602	0	3	23
		603	0	2	2
		604	0	4	88
		579	0	1	82
		1798	0	4	80
		580	0	4	5
		581	0	3	23
		1795	0	5	87
		1600	0	2	43
		1407	0	0	30

1	2	3	4	5	6
		1411	0	0	4
		1382	0	0	18
		1402	0	0	8
		1408	0	0	32

[सं. : आर-31015/15/96-ओ. आर-I]

के. सी. कटोरा, अवर सचिव

New Delhi, the 13th October, 1997

S.O. 2678.— Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No.S.O. 3237 dated the 23rd day of November, 1996, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines for the transport of Petroleum products from Haldia, in the State of West Bengal to Barauni in the State of Bihar;

And whereas, the copies of the said notification were made available to the public on the 15th day of July, 1997;

And whereas, the competent authority in pursuance of sub-section (1) of the section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired for laying the pipelines;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section (6) of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further, in exercise of the powers conferred by the sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, on this date of the publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

Schedule

Police Station: Sutahata		District: Midnapur		State : West Bengal		
Village	Jurisdiction	Plot No.		Area		
	List No.		N	Hectares	Ares	Centiares
1	2	3	4	5	6	7
Tentulberia	170	1418	0	7	69	
		1415	0	8	48	
		1414	0	1	62	
		1924	0	2	0	
		1410	0	3	27	
		1409	0	2	6	
		1401	0	15	97	
		1400	0	4	88	
		1398	0	0	40	
		641	0	0	80	
		640	0	4	5	
		639	0	4	88	
		637	0	0	81	
		638	0	1	21	
		636	0	0	40	
		635	0	0	81	
		634	0	0	40	
		633	0	0	81	
		631	0	1	82	
		629	0	0	60	
		648	0	0	40	
		625	0	1	82	
		1807	0	2	83	

1	2	3	4	5	6
		628	0	1	21
		624	0	10	52
		598	0	5	26
		598	0	2	43
		597	0	0	10
		800	0	3	23
		801	0	2	83
		802	0	3	23
		803	0	2	2
		804	0	4	86
		579	0	1	82
		1798	0	4	86
		580	0	4	5
		581	0	3	23
		1795	0	5	67
		1800	0	2	43
		1407	0	0	30
		1411	0	0	4
		1382	0	0	16
		1402	0	0	8
		1406	0	0	32

[No. R-31015/15/96-OR-I]
K. C. Katoch, Under Secy.

नई दिल्ली, 13 अक्टूबर, 1997

का. आ. 2679.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) [जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है] की धारा 3 उपचारा [] के अधीन जारी की नई भारत सरकार के पेट्रोलियम और प्रकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2216, तारीख 18 जुलाई 1996 द्वारा, पश्चिमी बंगाल राज्य के हस्तिया से बिहार राज्य के बरीनी तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन हेतु उस अधिसूचना से संलग्न अनुसूची में बिनर्डिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी,

और उक्त अधिसूचना की प्रतियों जनता को तारीख 07 सितम्बर, 1996 को उपलब्ध करा दी गई थीं,

और उक्त अधिनियम की धारा 6 उपधारा ॥1॥ के अनुसार में सकम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है,

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का पाइपलाइन बिछाने के लिए अर्जन किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा ॥1॥ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है,

यह और कि केन्द्रीय सरकार, उक्त धारा की उपधारा ॥4॥ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निवेश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विलंगमों से मुक्त होकर इस घोषणा के प्रकाशन की तारीख को इडियन ऑफिस कार्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

प्रांलिङ्ग धारा : ओशन्याम प्रिजिला : बर्धमान राज्य : पश्चिमी बंगाल

ग्राम	अधिकारिता सूची संख्या	ट्लॉट सं.	क्षेत्र हेक्टेयर	आर	सेंटीआर
अलुतिया	154	3404	0	15	22
		3388	0	4	27
		415	0	8	7
		2857	0	6	48
		2795	0	10	12
		2744	0	8	31
		2738	0	1	62
		2737	0	0	93
		2739	0	5	67
		3071	0	4	45

[सं. : आर-31015/4A/96-ओ. आर-I]

के. सी. कटोच, अवर सचिव

New Delhi, the 13th October, 1997

S.O. 2679.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No.S.O. 2216 dated the 18th day of July, 1996, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its

intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines for the transport of Petroleum products from Haldia, in the State of West Bengal to Barauni in the State of Bihar;

And whereas, the copies of the said notification were made available to the public on the 7th day of September, 1997;

And whereas, the competent authority in pursuance of sub-section (1) of the section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired for laying the pipelines;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section (6) of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further, in exercise of the powers conferred by the sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, on this date of the publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

Schedule

Police Station: Aushgram District: Burdwan State :West Bengal

Village	Jurisdiction List No.	Plot No.	Area		
			Hectares	Ares	Centiares
1	2	3	4	5	6
Wutia.	154	3404	0	15	22
		3388	0	4	27
		415	0	6	7
		2857	0	8	48
		2795	0	10	12
		2744	0	9	31
		2738	0	1	82
		2737	0	0	90
		2739	0	5	87
		3071	0	4	45

श्रम मंत्रालय

नई दिल्ली, 1 सितम्बर, 1997

का.आ. 2680.—ओर्थोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओर्थोगिक विवाद में केन्द्रीय सरकार ओर्थोगिक अधिकारण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-97 को प्राप्त हुआ था।

[संश्या एन-12012/31/94-आई.आर. (बी.-II)]

सनातन, डैस्ट्रिक्ट अधिकारी

MINISTRY OF LABOUR

New Delhi, the 1st September, 1997

S.O. 2680.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 1-9-1997.

[No. L-12012/31/94-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR, DEOKI PALACE
ROAD KANPUR

Industrial Dispute No. 49 of 1994

In the matter of dispute :

BETWEEN

Ashwani Kumar
S/o Myril Sahgal
39 Silvorganj Prem Nagar
Jhansi U.P.

AND

Regional Manager
Punjab National Bank
Kuchhehri Chauraha
Jhansi U.P.

APPEARANCE :

Karun Sharma—for the workman and
G. R. Sahgal—for the Management.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its Notification No. L-12012/31/94-IR (B-II) dated 5-5-94 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Punjab National Bank, Jhansi in terminating the services of Sri Ashwani Kumar sub-staff w.e.f. 16-7-91 is justified? If not to what relief is the said workman entitled to?

2. The case of the concerned workman Ashwani Kumar Sahgal is that in the year 1981, an extension counter of opposite party Punjab National Bank Sipri Branch Jhansi 2506 GT/97-9

was opened at Kastoorba Nagar Inter College Prem Nagar, Jhansi. The concerned workman was engaged as sub-staff at this counter from the very date of opening of this extension counter branch. He continued to work upto 16-7-91 when his services were brought to an end. During this period the management had taken the work of clerical nature like preparation of pass book and making entries in ledgers. When he asked for parity in wages on the principles of equal pay for equal work he was removed from service. This termination is bad because the required one months notice was not given besides he was not paid retrenchment compensation. In other words there was a breach of Section 25-F of I. D. Act.

3. The opposite party has filed written statement in which it has been alleged that concerned workman was engaged as a casual workman to perform such work which was not connected with the bank. He was required to supply water. In this way there was no relationship of Master and Servant. Accordingly question of breach of Section 25-F of I. D. Act does not arise.

4. The concerned workman has filed rejoinder in which it has been denied that he was engaged as a casual worker. It has been reiterated that he was engaged as temporary staff.

5. In support of his case the management has filed Ext. M-1 to M-32. Besides Pravin Kumar M.W.1 an officer of the bank has been examined. In reply Ashwani Kumar W.W.1 has examined himself. Further he had got summoned original ledgers from the opposite party bank to show that he had made entries in these ledgers of the customers and had also prepared pass book which is usually done by an employee of the bank.

6. The first point which needs determination is as to whether concerned workman was engaged as a sub-staff of the bank. In support of his case Ashwani Kumar W.W.1 has stated that he was engaged as a sub staff in 1981. During this period he has completed 240 days in a year, when he was removed from service no retrenchment compensation or notice pay was given. He was paid wages through vouchers. His name was not entered in payment register. Whenever High Officers of the bank used to come he was not allowed to work. In his cross examination he has stated that he used to give water to officials whenever drinking water was asked from him. Further he used to fill ledgers and pass book. He has further admitted that he had taken loan for running a Pan Shop, the payment of which had been made as well.

7. The opposite party has examined Pravin Kumar M.W.1. He has stated that there was one lady Shanti by name. Who used to supply water. When she did not turn up the same work was taken from the concerned workman. The concerned workman has got a shop of tea and Pan. In his cross-examination he has stated that whenever concerned workman supplied water charges were given to him.

8. In this case a joint inspection note was also prepared which shows that the concerned workman was paid certain amounts as expenses towards purchase of article or labour charges. He was confronted with original ledger to explain as to whether those ledgers were in the hand writing of concerned workman or not. He pleaded ignorance.

9. In order to refute the claim of concerned workman the management has relied upon the fact that the concerned workman had applied for a loan to run a shop. This fact is also established from Ext. M-1 to M-17, the loan application affidavits etc. Indeed the concerned workman has also not disputed this fact. However, it was explained that such loan was taken to argue his income as he could not maintain his family on the meagre wages which were being paid by the bank. I am inclined to accept this explanation. I feel that in normal course if the concerned workman had applied for loan that would not lead to infer that he was not in service. Further circumstances is relied from another factor. It is the definite evidence of the concerned workman that he had filled ledgers and prepared pass books of the bank. Pravin Kumar M.W.1 had not courage to deny this fact when the original were shown to him. Instead he pleaded ignorance. From this I am

inclined to accept the evidence of Ashwani Kumar that he had dealt with ledgers and pass books of the bank. If he had done so it is the strong circumstances in favour of the concerned workman to show that he was working as an employee of the bank. Ext. M-9 to M.32 are vouchers through which payments were made for working charges etc. Besides in the joint inspection note dated 10-7-96, there are details that payment from 8-7-89 to 21-6-91 under various heads were given to the concerned workman. It also signifies that the concerned workman was regularly connected with the bank and was being paid wages in different shape from time to time. It is an instance of unfair Labour Practice in order to deny the concerned workman the status of employee of the bank. Hence because of these two factors alone, I accept the version of the concerned workman and hold that he was employee as a member of sub staff. The concerned workman has stated that he had continuously worked and thereby had completed 240 days in a year. Admittedly no retrenchment compensation and notice pay was given to him. Hence, there has been breach of section 25F of Industrial Disputes Act, 1947.

10. In the case of G. Singh versus Presiding Officer Labour Court U.P. Agra and others, 1995 LLR 142 (Allahabad), it has been held that revisions of section 25F of I.D. Act would be applicable even to a daily rated worker if it is found that he had completed 240 days. Thus the retrenchment of the concerned workman is bad being in breach of section 25F of I.D. Act.

11. Accordingly, my award is that the termination of the concerned workman is bad in law and he is entitled for reinstatement in service.

R. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 सितम्बर, 1997

का.आ. 2681.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और पंजाब बैंक आँक कर्मसंघ के प्रबंधतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-97 को प्राप्त हुआ था।

[संख्या एल-12012/35/96/-आई.आर. (बी-II)]
मनातन, डैस्क अधिकारी

New Delhi, the 1st September, 1997

S.O. 2681.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Bank of Commerce and their workmen, which was received by the Central Government on 1-9-97.

[No. L-12012/35/96-IR(B-II)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI R. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 77 of 1997

In the matter of dispute between :

President,
Oriental Bank Staff Association (U.P.),
C/o O. B. C. Prakash Deep Building,
Aminabad Park,
Lucknow.

AND

Asstt. General Manager,
Oriental Bank of Commerce,
Regional Office,
C/43/28/1, Naval Kishor Road,
Hazratganj, Lucknow.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its notification No. L-12012/35/96-I.R. B-2 dated 23rd May, 1997 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Oriental Bank of Commerce, Lucknow to post 5 Safai Karmacharis as peons at the places other than indicated in Bank's Circular dated 4-4-95 is legal and justified ? If not, to what relief the said workman is entitled

2. It is unnecessary to give the details of the case as after sufficient opportunity the concerned workman has not filed claim statement. Hence the reference is answered against the concerned workmen for want of prosecution and proof and they are not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 सितम्बर, 1997

का.आ. 2682.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतन्त्र के रुप में नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, वा। उर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-97 को प्राप्त हुआ था।

[संख्या एल-12012/42/96/-आई.आर. (बी-II)]
मनातन, डैस्क अधिकारी

New Delhi, the 1st September, 1997

S.O. 2682.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workmen, which was received by the Central Government on 01-9-97.

[No. L-12012/42/96-IR(B-II)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

S. K. Sheson,
State Executive Member,
14/133, Krishnapur,
Rajpur Road,
Dehradun.

AND

Regional Manager,
Punjab National Bank,
Regional Office,
156, Civil Lines,
Bareilly.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its Notification No. L-12012/42/96-I.R. B-II dated 3/12/5-97 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Punjab National Bank in dismissing the services of Shri R. N. Pandey w.e.f. 13-4-93 is legal and justified? If not, to what relief the said workman is entitled and from what date?

2. It is unnecessary to give the details of the case as after sufficient opportunity the concerned workman has not filed the claim statement. Hence the reference is answer against the concerned workman for want of prosecution and proof and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 1 सितम्बर, 1997

का.आ. 2683.—आंदोलिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधतन्त्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आंदोलिक विवाद में केन्द्रीय सरकार आंदोलिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-9-97 को प्राप्त हुआ।

[संख्या एन-12012/354/95-प्राइवेर. (बी-II)]

मनानन, डैस्क अधिकारी

New Delhi, the 1st September, 1997

S.O. 2683.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workmen, which was received by the Central Government on 1-9-97.

[No. L-12012/354/95-I.R(B-II)]
SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, DEOKI PALACE ROAD,
PANDU NAGAR, KANPUR

Industrial Dispute No. 29 of 1997

In the matter of dispute between :

Asstt. General Secretary,
U. P. Bank of Baroda Employees Union,
C/o Bank of Baroda,
P. B. No. 18, Latouch Road,
Kanpur.

AND

Regional Manager,
Bank of Baroda,
Lucknow Region,
19. Way Road, Lucknow.

AWARD

1. Central Government Ministry of Labour New Delhi vide its Notification No. L-12012/354/95-I.R. (B-2) dated

3-1-97 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Bank of Baroda Lucknow not to give head peon allowance to Sr. most peon attached with the executive of the rank of the Deputy Chief Officer and above as provided in settlement dated 3-10-75 is legal and justified? If not, to what relief they are entitled to?

2. It is unnecessary to give the details of the case as after sufficient service the concerned workman has not filed the claim statement. Hence the reference is answered against the workman for want of prosecution and proof and the concerned workman is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 17 सितम्बर, 1997

का.आ. 2684.—आंदोलिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पश्चिम रेलवे अजमेर के प्रबंध तंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आंदोलिक विवाद में केन्द्रीय आंदोलिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-9-97 वो प्राप्त हुआ था।

[संख्या एल-41011/37/91-प्राइवेर. (डी.यू.ए.)]

पी० ब० माइकल, डैस्क अधिकारी

New Delhi, the 17th September, 1997

S.O. 2684.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Railway, Ajmer and their workmen, which was received by the Central Government on the 16-9-1997.

[No. L-41011/37/91-I.R (D.U))]
P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय आंदोलिक न्यायाधिकरण, जयपुर

केस नं० सी०प्राइवेरी० 83/91

रेप्रेसें : केन्द्र सरकार, अम प्रद्वालय, नई दिल्ली का आदेश
नं० एल 41011/37/91 प्राइवेर. शार० डी० य००
दिनांक 5-12-91

अध्यक्ष पश्चिम रेलवे कर्मचारी परिषद्, अजमेर
—प्रार्थी

बनाम

सांघिकी एवं विश्वेषण अधिकारी, संकलन कार्यालय, जी० एल० डो० पश्चिम रेलवे, अजमेर।

—प्रार्थी

उपस्थित

श्रीठासीन अधिकारी : श्री एस० के० वंसल
आर० एच० जे० एस०

प्रार्थी की ओर से : बोई हम्पिर नहीं
अप्रार्थी की ओर से : श्री वी० एस० माथुर
दिनांक अवार्ड : 11-6-1997

अवार्ड

यह अधिसूचना भारत सरकार के श्रम मंत्रालय द्वारा अधिनियमित हेतु इस न्यायालय को प्रेषित थी गई है : “पश्चिम रेलवे प्रबंधक द्वारा मुख्य लिपिक के चयन हेतु दिनांक 13-12-90 वो अस्वस्थ होने के कारण परीक्षा में भाग न लेने पर, श्री कुंज बिहारी लिपिक तथा और आम लिपिक जो कि दिनांक 13-12-90 वो वीमार थे तथा प्राइवेट डाक्टर का इलाज ले रहे थे उनके लिए पूरक परीक्षा का आपोजन न करना न्यायोचित है, अगर नहीं तो कर्मकार किस लाभ के अधिकारी है ?”

2. अध्यक्ष, पश्चिम रेलवे कर्मचारी परिषद् अजमेर की ओर से श्री हनुमान प्रसाद ने स्टेटमेंट ऑफ क्लेम पेश किया था और उसका कथन है कि प्रार्थी हनुमान प्रसाद वरिष्ठता के रूप में चौथे स्थान पर था। इस निमित्त पत्र सं० 72/सत् 1990-91 दिनांक 20-11-90 एवं कारबिय आदेश सं० 68 सत् 1990-91 दिनांक 7-11-90 के अन्तर्गत परीक्षा 13-12-90 वो होनी थी और इस परीक्षा में प्रार्थी चौथे स्थान पर था और इसमें बैठने का अधिकारी था। परन्तु वीमार होने के कारण प्रार्थी ने रेलवे तियमों का पालन करते हुए अस्वस्थता प्रमाण पत्र प्रस्तुत कर दिया था तथा इसको सक्षम न्यूकल रूपाण पत्र रेलवे डाक्टर ने प्रदान कर दिया था एवं सक्षम अधिकारी ने इसे न्यूकल कर लिया था। दिनांक 12-12-90 को परीक्षा परिणाम निकाल दिया गया था कि रेलवे के तियमों के बिश्व था एवं जो परीक्षार्थी दिनांक 13-12-90 को परीक्षा में किन्तु कारणों से उपस्थित नहीं हो पाये थे उन्हें लिखित परीक्षा में बैठने का एक और अब्दसर और प्रदान करना चाहिये था परन्तु ऐसा नहीं किया गया। यह भी कथन है कि इस प्रकरण प्रार्थी हनुमान प्रसाद जब से उससे कनिष्ठ कर्मचारियों जो पदोन्नति प्रदान थे गई हैं, तब से बेतनमान 1600-2660 में पदोन्नति की जाये व अन्य सभी लाभ विलाये जाये।

3. विपक्षी ने जवाब पेश किया और उनका कथन है कि प्रार्थी श्रमिक वी परिषदा में नहीं आता। उनका यह भी कथन है कि कुंज बिहारी का नाम अधिसूचना में जोड़ा गया है परन्तु अन्य का बोई माम अधिसूचना में वर्ते नहीं है इसलिए स्टेटमेंट ऑफ क्लेम खारिज किये जाने दोग्य है। विपक्षी का यह की अधिकष्ट है कि न्यायालय के समक्ष क्लेम पिशीण 28-9-92 वो प्रस्तुत किया गया है जो विधि के शावधानों के अन्तर्गत सत्यापित नहीं किया गया है इसलिए भी खारिज किये जाने दोग्य है। विपक्ष का यह भी कथन है कि हनुमान प्रसाद जो पदोन्नति अपग्रेडेशन के बेतन-

मान 1600-2660 में दिनांक 1-3-93 में से दी गई है इसलिए क्लेम सारहीन होने से खारिज किये जाने दोग्य है।

4. पक्षकारान् ने कोई साक्ष्य पेश नहीं की। विपक्षी के प्रतिनिधि की बहस सुनी गई पक्षावली का अवलोकन किया गया

5. विपक्षी के विद्वान प्रतिनिधि श्री वी० एस० माथुर का तर्क है कि स्टेटमेंट ऑफ क्लेम जो पेश किया गया है वह यूनियन की ओर से पेश किया गया है परन्तु उस पर हनुमान प्रसाद के हस्ताक्षर है जो कि कहीं भी यूनियन का अधिकृत प्रतिनिधि नहीं है इसलिए यह क्लेम खारिज किया जाये। विपक्षी के विद्वान प्रतिनिधि का यह भी कथन है कि पक्षावली पर ऐसी कोई साध्य नहीं जिससे क्लेम साबित होता हो। इसलिए क्लेम खारिज किया जाये।

6. प्रार्थी ने अपना क्लेम साबित करने के लिए कोई साक्ष्य पेश नहीं की इसलिए यह साबित नहीं होता कि कुंज बिहारी व अन्य लिपिकों के लिए दिनांक 13-2-90 को अस्वस्थ होने के कारण पूरक परीक्षा का दुबारा आयोजन नहीं करना। अनुचित व अवैध हो परन्तु साक्ष्य के अभाव में यही माना जायेगा कि यह उचित वैध है। दुसरे इस प्रकरण में जो स्टेटमेंट ऑफ क्लेम पेश किया गया है उसमें अध्यक्ष, पश्चिम रेलवे कर्मचारी परिषद् कुंज बिहारी व अन्य तथा हनुमान प्रसाद द्वारा पेश किया गया है किन्तु क्लेम पर केवल हनुमान प्रसाद के हस्ताक्षर हैं कि वह परिषद् का अध्यक्ष है, परन्तु स्टेटमेंट ऑफ क्लेम से यह प्रतीत होता है कि वह लिपिक था। इन परिस्थितियों में जब वह अध्यक्ष पश्चिम रेलवे परिषद् नहीं था और उसका नाम अधिसूचना में भी नहीं है तो उसको यह स्टेटमेंट ऑफ क्लेम पेश करने का अधिकार नहीं था। इस आधार पर भी क्लेम खारिज किये जाने दोग्य है और प्रार्थीगण कोई दादरसी पाने के अधिकारी नहीं हैं।

7. उपरोक्त विवेचन के आधार पर प्रकरण में निम्नलिखित अवार्ड पारित किया जाता है :

“पश्चिम रेलवे प्रबंधक द्वारा मुख्य लिपिक के चयन हेतु दिनांक 13-12-90 को अस्वस्थ होने के कारण परीक्षा में भाग न लेने पर श्री कुंज बिहारी लिपिक तथा और अन्य लिपिक जो कि दिनांक 13-12-90 को वीमार थे तथा प्राइवेट डाक्टर का इलाज ले रहे थे, उनके लिए पूरक परीक्षा का आयोजन न करना उचित वैध है। अतः अमिकगण कोई दादरसी पाने के अधिकारी नहीं हैं।

8. अवार्ड आज दिनांक 11-6-97 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केवल सरकार को प्रकाशनार्थी नियमानुसार भेजा गया।

नई दिल्ली, 17 सितम्बर, 1997

का०आ० 2685—औद्योगिक विवाद अधिनियम, 1947

(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया, जयपुर के प्रबंधतात्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय औद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 16-9-97 को प्राप्त हुआ था।

[संख्या एल-12012/200/80-डी II (ए)]
पी० जे० माइकल, डेस्क अधिकारी

New Delhi, the 17th September, 1997

S.O. 2685.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India, Jaipur and their workman, which was received by the Central Government on the 16-9-1997.

[No. L-12012/200/80-D.II (A)]
P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक व्यायामिकरण, जयपुर
केस नं० सी० आई० टी० 34/91

रैफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश क्रमांक एल-12012/200/80-डी०II (ए) दिनांक 30-4-91

श्री सुरेश कुमार सुपुत्र श्री लक्ष्मी नारायण निवासी लक्ष्मी मंदिर के पीछे, झीग जिला भरतपुर।

—प्रार्थी

बास्तव

1. रीजनल मैनेजर, स्टेट बैंक ऑफ इंडिया, जोनल ऑफीस, पृथ्वीराज राम, जयपुर।
2. मैनेजर, स्टेट बैंक ऑफ इंडिया, पृथ्वीराज रोड, जयपुर
3. ग्रांच मैनेजर, एप्रिकल्चर डेवेलपमेंट, स्टेट बैंक ऑफ इंडिया, झीग।

—अप्रार्थीगण

उपस्थित

पीठासीन अधिकारी : श्री एस०के० बंसल,
आर० एस० जे० एम०

प्रार्थी की ओर से : श्री जे० के० श्रगवाल
अप्रार्थीगण की ओर से : श्री यशपाल
दिनांक अवार्ड : 4-6-1997

अवार्ड

इस प्रकरण में निम्नलिखित अधिसूचना भारत सरकार के श्रम मंत्रालय द्वारा नियंत्रण के लिए प्रेपित की गई है :

"Whether the action of the management of State Bank of India, Jaipur in terminating the services of Shri Suresh Kumar w.e.f. 13-11-82 and then not allowing him an opportunity for consideration for appointment in the Bank in accordance with the settlement dated 17-11-87 entered into between the State Bank of India and the All India Staff Federation was justified ? If not, to what relief the workman is entitled to ?"

2. प्रार्थी सुरेश कुमार ने स्टेटमैट ऑफ कॉर्नम पेश किया और उसका कथन है कि उसने विद्वां संस्थान में चतुर्थ श्रेणी कर्मचारी के पद पर दिनांक 5-12-80 से 12-11-82 तक की अवधि में लगभग, 99 दिन कार्य किया और उसके पश्चात् अप्रैल, 1983 में प्रार्थी को विवक्षीगण द्वारा अपनी गोपालगढ़ शाखा में 34 दिन के लिए नियुक्ति दी गई। प्रार्थी का यह भी कथन है कि विवक्षी संस्थान में जिस कार्य पर वह नियुक्त था वह कार्य पूर्ण रूप से स्थाई व नियमित प्रकृति का था। प्रार्थी का यह भी कथन है कि विवक्षी द्वारा अदेशात्मक प्रावधानों के तहत श्रमिक की सेवा समाप्त करने से पूर्व न तो कोई वरिष्ठना सूची बनाई जाती है और न ही बाद में आओ पहले जाओ के मिछांत की पालना की जाती है और न ही नवीन नियुक्ति करने के पूर्व सेवा में आने की सूचना दो जाती है इसमें नियम 77 व 78 औद्योगिक विवाद अधिनियम, 1947 (जो बाद में अधिनियम कहलायेगा) के प्रावधानों की विवक्षी द्वारा उल्लंघन की गई है। प्रार्थी का यह भी कथन है कि प्रार्थी ने धारा 25-एच व 25-जी अधिनियम के प्रावधानों की भी पालना नहीं की। प्रार्थी का यह भी कथन है कि विवक्षी गण तथा आँख इंडिया स्टेट बैंक ऑफ़ स्टाफ़ पैडरेजन के मध्य दिनांक 17-11-87 की समझौता हुआ था लेकिन उक्त समझौता होने के बाद भी श्रमिक को कोई लाभ नहीं दिया गया। इस प्रकार समझौता होने के बाद भी श्रमिक को पुनः सेवा में आने का अवसर नहीं दिया गया जो विवक्षीगण की अनुचित श्रम अवहार एवं दुर्भावना को शक्त करता है इस लिए प्रार्थी की सेवा समाप्त अवैध घोषित की जाये और प्रार्थी को विवक्षी संस्थान में पूर्ण वैतन के साथ पुनः सेवा में वहाल किया जाये।

3. विवक्षी ने जवाब पेश किया और उनका कथन है कि प्रार्थी श्रमिक ने बैंक की कृषि विकास शाखा झीग में आकर्स्मिक श्रमिक के रूप में दैनिक वैतन के आधार

पर वर्ष 1980 से 1982 तक केवल 93 दिन कार्य किया था और उसके पश्चात् बैंक की गोपालगढ़ शाखा में 34 दिन तक दैनिक वेतन भोगी के रूप में कार्य किया था। विषयकी का यह भी कथन है कि प्रार्थी को शुद्ध रूप से आकस्मिक बम्पर्कार के रूप में दैनिक वेतनभोगी के रूप में विविध कार्यों के लिए जैसे भीन के लिए पानी भरना व सफाई के लिए पानी भरना मात्र था। उक्त कार्य 5 : तीन घंटे का था जो कि अस्थाई आवश्यकता थी उसके लिए रखा था। यह भी कथन है कि कोई अनुचित श्रम व्यवहार की नीति नहीं अपनाई गई। विषयकी का यह भी कथन है कि उन्होंने किसी भी व्यक्ति को स्थाई एवं अस्थाई तौर पर सबोर्डेनेट स्टाफ में नियुक्त नहीं दी है और 1-4-81 के बाद से आज तक बैंक रिकार्ड के अनुसार किसी भी व्यक्ति को जिसने आकस्मिक श्रमिक के रूप में कार्य किया था, बुलाकर बैंक में नियुक्त नहीं दी। विषयकी का यह भी अभिकथन है कि 4-5-91 के पत्र द्वारा प्रार्थी को मंदिरायाहृ के पद पर भर्ती करने के लिए सूचित किया था परन्तु सूचना के बाद भी उसने अपना प्रार्थना पत्र प्रस्तुत नहीं किया। यह भी कथन है कि धारा 25-जी व एच अधिनियम व शास्त्री अवार्ड के नियमों की ओर उल्लंघन नहीं की गई। विषयकीण का यह भी कथन है कि विषयकीण बैंक व स्टेट बैंक ऑफ इंडिया स्टाफ एसोसियेशन के साथ हुए समझौते दिनांक 17-11-87 की पालना में एक विज्ञप्ति धारा 25(जी) व 25(एच) अधिनियम के अन्तर्गत उन अधिकारियों के संबंध में निकाली थी जिन्होंने अस्थाई तौर पर पर बैंक में रेग्यूलर स्केल में कार्य किया था परन्तु उसके अन्तर्गत प्रार्थी योग्य नहीं था और उसके पश्चात् दिनांक 6-4-91 के समझौते की अनुपालना में दिनांक 1-5-91 को राजस्थान पर्टिका व नरभारत टाइम्स समाचार पत्रों के भाष्यम से उन आकस्मिक श्रमिकों के लिए जिन्होंने आकस्मिक श्रमिक के रूप में आकस्मिक कार्य किया था, उनकी भर्ती हेतु विशेष निकाली थी जिसके तहत प्रार्थी ने अपना अवैदेन बैंक को नहीं भेजा इसलिए प्रार्थी ने धारा 25-जी व एच अधिनियम के अन्तर्गत भर्ती का अवसर दिये जाने के बावजूद भी उसका लाभ नहीं उठाया इसलिए प्रार्थी का क्लेम खारिज किये जाने योग्य है।

4. प्रार्थी श्री सुरेश कुमार ने अपना क्लेम सार्वित करने के लिए स्वयं का शपथ पत्र पेश किया है और डब्ल्यू-1 दस्तावेज पेश किया है, विषयकी ने प्रार्थी के शपथ पत्र पर प्रति परीक्षण किया। इसके खण्डन में विषयकी की ओर से श्री राधेश्याम गोयल, श्री तेज सिंह बर्मी के शपथ पत्र पेश किये गये हैं। श्री गोयल के शपथ पत्र पर प्रार्थी ने प्रति परीक्षण पूरी किया व प्रदर्श एम-1 से एम-4 दस्तावेज पेश किये। तेज सिंह बर्मा पर युछ प्रति परीक्षण हुआ परन्तु उसके पश्चात् वह प्रति परीक्षण के लिए उपर्युक्त नहीं किया

गया इसलिए उसके बावान का कोई महत्व नहीं और उनका बावान नहीं पढ़ा जा सकता।

6. बहम पश्कारात् के प्रतिनिधिगण को सुनी गई, पत्राली का अवलोकन किया गया।

7. प्रार्थी के विद्वान प्रतिनिधि श्री जे० के० अग्रवाल का तर्क है कि इस प्रकरण में अधिसूचना दिनांक 13-11-82 को सेवा मुक्ति उचित व वैद्य है या नहीं, के बारे में व दिनांक 17-11-87 के समझौते का प्रार्थी को तामन्त्र नहीं दिया गया, दो लाभों में है। प्रार्थी के विद्वान प्रतिनिधि का तर्क है कि दिनांक 17-11-87 के समझौते की शर्त सं० १ की वैष्टेशरी “सी” के अनुसार जिन व्यक्तियों ने तीन वर्ष में कम से कम 70 दिन काम किया है उनको समझौते के तहत दिया जाना चाहिये था परन्तु प्रार्थी को समझौते का कोई लाभ नहीं दिया गया और विषयकी स्वयं कहकर आया है कि प्रार्थी 17-11-87 के समझौते के अनुसार योग्य नहीं था इसलिए लाभ नहीं दिया गया। इन परिस्थितियों में समझौते की पालना नहीं की गई और सेवा समाप्त अवैद्य है। उनका यह भी तर्क है कि दिनांक 6-3-91 का जो समझौता दिया गया है उसमें केवल पैलू वजाना था जो कि नहीं वजाया गया इसलिए भी सेवा समाप्त अवैद्य है और प्रार्थी पृ० जैवा में लिये जाने का अधिकारी है।

8. विषयकी के विद्वान प्रतिनिधि श्री यशपाल गर्ग का जवाब में कहना है कि 17-11-87 के समझौते के अनुसार केवल उन्हीं श्रमिकों को इसका लाभ मिलना चाहिये था जो कि अस्थाई कर्मचारी थे। चूंकि प्रार्थी अस्थाई नहीं था और केवल दैनिक वेतन भोगी कर्मचारी था जिसके लिए 17-11-87 के समझौते को आगे बढ़ाते हुए दिनांक 6-4-91 को समझौता किया गया जिसमें दैनिक वेतनभोगी श्रमिकों को भी लाभ दिया गया थी और उसके पश्चात् 6-4-91 के समझौते की पालना में 1-5-91 व 20-8-91 को समाचार पत्रों में 30 दिन में प्रार्थना पत्र देने के लिए विज्ञापन निकाले गये परन्तु प्रार्थी ने कोई प्रार्थना पत्र नहीं दिया इसलिए 17-11-87 के समझौते का वह कोई लाभ पाने का अधिकारी नहीं और इससे प्रार्थी को कोई लाभ नहीं मिलता था न ही वह सेवा में इस आवार पर आने का अधिकारी है। इसलिए क्लेम खारिज किया जाये।

9. मेरे विचार में विषयकी के विद्वान प्रतिनिधि के तर्क में काफी सार प्रतीत होता है। दिनांक 17-11-87 का समझौता पढ़ने से साप्त है कि इसमें खंड -I (सी) उन्हीं श्रमिकों पर लागू होता है जो कि अस्थाई कर्मचारी थे। इसका समर्थन 6-4-91 को हुए समझौते से भी होता है जिसमें ए(१) में निम्नलिखित श्रक्ति किया गया है।

Fresh Dispensation :

A. (i) The Bank has been examining the question of giving a chance for being considered for permanent appointment to those daily wagers, who were (a) not eligible for such a chance as per the aforesaid Agreement of the 17th November, 1987, as modified, and (b) engaged by Branches on fixed/daily wage basis in leave/casual vacancies of Messengers/Farrash/Cash Coolie/Water boy/sweeper etc. on daily wage basis instead of in scale wage, as required. Accordingly, as Agreement was signed on the 27th October, 1988 between the Bank and the All India State Bank of India Staff Federation, a copy thereof is enclosed, for information. We also enclose a Note containing administrative guidelines for implementation of the Agreement, the contents of which are self-explanatory."

10. इरा 6-4-91 के समझौते के अनुसार यह स्पष्ट किया गया है कि जो दैनिक बेतनभौगी कर्मचारी 17-11-87 के समझौते के अनुसार थोरा नहीं थे, उस समझौते को मंशोधित कर दैनिक बेतनभौगी कर्मचारियों को भी इसका लाभ दिया जा रहा है। इस प्रकार यह स्पष्ट है कि प्रार्थी 17-11-87 के समझौते का कोई सामान पाने का अधिकारी नहीं था इसलिए 17-11-87 के समझौते का सामान उसे नहीं दिया गया व इसके आधार पर श्रमिक कोई दावरसी पाने का अधिकारी नहीं है। 6-4-91 के समझौते के अनुसार 1 मई, 1991 को त्र 20-8-91 को सामाचार पत्रों में विज्ञापन निकाले गये थे और तीस दिन के अन्दर दैनिक बेतन भोगी कर्मचारियों द्वारा प्रार्थना पत्र प्रस्तुत करने थे। सुरेण कुमार प्रार्थी का प्रतिपरीक्षण में कथन है कि 1-5-91 को बैंक ने पूर्व में थोड़े समय के लिए कार्य करने वाले व्यक्तियों की भर्ती के लिए एक विज्ञप्ति निकाली थी। इस विज्ञप्ति के संबंध में उसने कोई आवेदन बैंक में नहीं दिया। उसका प्रति परीक्षण में यह भी कथन है कि 20-8-91 को भी बैंक ने एक विज्ञप्ति निकाली थी जिसमें 1975 से 1988 जुलाई तक के बीच काम करने वालों को भर्ती देनु आवेदन के लिए कहा गया था। उसने उस विज्ञप्ति के संबंध में भी प्रार्थना पत्र नहीं दिया। प्रदर्श एम-1 विज्ञप्ति उसने नहीं पढ़ी परन्तु उसके बाबत सुना था। श्री घार, एस. गोयल का शपथ पत्र के पैरा नं० 2 व 6 में कथन है कि :

1. प्रार्थी ने एक कलेंडर वर्ष में 240 दिन कार्य नहीं किया है इसलिए वह इस आधार पर भी सेवा में आने का अधिकारी नहीं है। इसके अलावा प्रार्थी को जब बैंक (क्षेत्रीय कार्यालय) ने अपने पत्र दिनांक 4-5-91 श्रमांक 20 पी जी/81 के द्वारा सूचित किया जो पत्र प्रदर्श एम-1 है तथा डीग शाखा का पत्र दिनांक 14-5-91 प्रदर्श एम-2 है। बैंक ने राजस्थान परिका व नवभारत टाईम्स समाचार पत्रों में भी दिनांक 1-5-91 को बैंक में संदेशवाहक पद पर नियुक्त हेतु विज्ञापन निकलवाया था जिसकी फोटो प्रति प्रदर्श एम-3 है। इस पर प्रार्थी सुरेण कुमार को सूचित किया गया व उसे अपना आवेदन विहित प्रारूप पर भरकर उचित माध्यम से प्रेपित करने हेतु लिखा गया ताकि आवश्यक कार्यवाही की जा सके। लेकिन प्रार्थी ने अपना आवेदन बैंक की प्रस्तुत नहीं किया इसलिए प्रार्थी बैंक सेवा में आने का अधिकारी नहीं है। प्रार्थी ने भारतीय स्टेट बैंक की कृषि विकास शाखा डीग में केवल मात्र 93 दिन तदर्श कार्य किया था। उस समय प्रार्थी को आकस्मिक श्रमिक के रूप में दैनिक बेतन भोगी के आधार पर रखा गया था। प्रार्थी जो कार्य करता था वह स्थाई प्रकृति का नहीं था। प्रार्थी को शुद्ध रूप से आकस्मिक कर्मकार के रूप में दैनिक बेतन भोगी के रूप में उक्त वर्णित कार्य जैसे पीने के लिए पानी भरना व मफाई के लिए पानी भरना सामान था, रखा गया था। प्रार्थी ने उक्त कार्य थोड़े से समय के लिए जो लगभग दो तीन घंटों का था, किया। अप्रार्थी बैंक को उक्त कार्य को अस्थाई आवश्यकता थी जिसके लिए बैंक ने प्रार्थी को रखा था। प्रार्थी का यह कहना गलत है कि उसके साथ अनुचित श्रम नीति एवं शोषण की नीति अपनाते हुए देश में भयंकर बेरोजगारी का फायदा उठाते हुए स्थाई पद व कार्य के लिए थोड़े-थोड़े समय के लिए अस्थाई नियुक्ति दी जावे।

2. बैंक ने स्टेट बैंक ऑफ इंडिया स्टाफ एसोसिएशन से हुए समझौता दिनांक 17-11-87 को पालना में एक विज्ञप्ति धारा 25 जी व 25 एफ श्रौद्धोगिक विवाद अधिनियम के अन्तर्गत उन व्यक्तियों के संबंध में निकाली थी जिन्होंने अस्थाई तौर पर रेंगुलर स्केल ऑफ बेजेज पर कार्य किया था। जिसके एग्रीमेंट दिनांक 17-11-87 की प्रति प्रदर्श एम-4 है। जिसके अनुसार प्रार्थी ऐलीजीबिल नहीं था इसलिए उसे बुलाने का प्रश्न ही नहीं उठता है। प्रार्थी ने कभी भी बैंक में स्थाई अथवा अस्थाई रूप से कार्य नहीं किया। बैंक ने स्टेट बैंक ऑफ इंडिया

स्टाफ एसोसिएशन के साथ हुए एग्रीमेंट दिनांक 6-4-91 की अनुपालना में भी एक विज्ञप्ति धारा 25 जी व 25 एच आंदोलिक विवाद अधिनियम के अन्तर्गत दिनांक 1-5-91 को राजस्थान परिवार व नवभारत टाईम्स समाचार पत्रों के माध्यम से उन आकस्मिक श्रमिकों के लिए जिन्होंने आकस्मिक श्रमिक के रूप में आकस्मिक कार्य किया था, दी गई थी जिसके तहत प्रार्थी ने अपना आवेदन बैंक को नहीं भेजा तथा यह छूटा मुकदमा बैंक के विरुद्ध प्रस्तुत किया जो उपरोक्त वर्णित तथ्यों के आधार पर खारिज होने योग्य है।

11. अतः प्रार्थी श्री सुरेश कुमार के प्रति परीक्षण व विपक्षी के शपथ पत्र के पैरा 2 व 6 से यह साबित होता है कि 17-11-87 के समझौते के अनुसार प्रार्थी योग्य नहीं था इसलिए 6-4-91 के समझौते को पालना में दिनांक 1-5-91 व 20-8-91 को दैनिक बेतन भोगी श्रमिकों के लिए विज्ञप्तियां निकाली गई जिसके अन्तर्गत प्रार्थी को भी प्रार्थना पत्र देना चाहिए था परन्तु उसने कोई प्रार्थना पत्र नहीं दिया इसलिए जब कोई प्रार्थना पत्र नहीं दिया तो वह 17-11-87 अथवा 6-4-91 के समझौते के अनुसार कोई लाभ प्राप्त करने का अधिकारी नहीं था क्योंकि वह ये लोग तभी प्राप्त कर सकता था जब वह प्रार्थना पत्र देता। इस प्रकार 17-11-87 के समझौते का कोई सभी न देना प्रार्थी को प्रभावित नहीं करता। प्रथम तो ये कि 17-11-87 के समझौते के अनुसार वह योग्य नहीं था क्योंकि उसमें दैनिक बेतन भोगी श्रमिकों को आच्छादित नहीं किया गया था। दूसरे 6-4-91 का समझौता जोकि 17-11-87 के समझौते को आगे बढ़ाने के लिए किया गया है के अनुसार विपक्षी ने दिनांक 1-5-91 व 20-8-91 की विज्ञप्तियां समाचार पत्रों में दी गई, के बाबत भी प्रार्थी ने कोई प्रार्थना पत्र नौकरी के लिए प्रस्तुत नहीं किया, इसलिए प्रार्थी को जो समझौता दिनांक 17-11-87 व 6-4-91 का लाभ नहीं दिया गया वह उचित है। तथा प्रार्थी उसके अन्तर्गत कोई सभी पाने का अधिकारी नहीं है।

12. प्रार्थी के विद्वान प्रतिनिधि श्री जे.के. अग्रवाल का तर्क है कि इस प्रकरण में सुरेश कुमार की सेवाएं 13-11-82 को व्यवस्थापक, स्टेट बैंक ऑफ इंडिया की डीग शाखा द्वारा समाप्त की गई थी और उसने अप्रैल, 1983 से 34 दिन गोपालगढ़ शाखा में भी कार्य किया था और 34 दिन बाद उसकी सेवाएं गोपालगढ़ शाखा द्वारा समाप्त की गई परन्तु गोपालगढ़ शाखा में भूपसिंह को उसके बाद दैनिक बेतनभोगी कर्मचारी के रूप में रखा गया जिसका समर्थन उस द्वारा पेश किये गये प्रदर्शन डब्ल्यू 1 प्रमाण पत्र से होता है। यह भी तर्क है कि भूप सिंह को उसके बाद में रखा गया था परन्तु उसे पहले हटाया गया और भूप सिंह उसके बाद भी कार्यरत रहा और इस प्रकार सोहरान खान को 1986 के

बाब लगाया गया जिसका प्रभाग डब्ल्यू-1 है और गिरीश कुमार को भी उसके बाद लगाया गया परन्तु उसे कोई भी सूचना नौकरी में इन व्यक्तियों को नियुक्ति देने के समय नहीं दी गई जबकि धारा 25-एच व नियम 78 के अनुसार उसे सूचना दी जानी चाहिये थी। इस प्रकार भूप सिंह व गिरीश कुमार की नियुक्ति उसे बिना सूचना दिये दी गई जो धारा 25-एच अधिनियम व नियम 78 की उल्लंघन है। इसलिए प्रार्थी पुनः सेवा में आने का अधिकारी है। यह भी तर्क है कि भूप सिंह को उसके बाद रखा गया और उसको पहले हटाया गया और कोई वरिष्ठता सूची प्रकाशित नहीं की गई इसलिए नियम 77 व 25-जी अधिनियम की उल्लंघन की गई है इसलिए उसकी सेवा समाप्त अवैधानिक है और प्रार्थी को पुनः सेवा में लिया जाये। यह भी तर्क है कि यह आवश्यक नहीं कि व्यक्ति 240 दिन पूरे करे तभी वह सेवा में आने का अधिकारी है परन्तु धारा 25-एच व 25-जी अधिनियम व नियम 77 एवं 78 एक दूसरे से स्वतंत्र हैं इसलिए धारा 25-एच व नियम 78 व धारा 25-जी एवं नियम 77 को उल्लंघन में प्रार्थी की सेवा समाप्त की गई है जो कि अनुचित व अवैध है इसलिए प्रार्थी को सतेन सेवा में लिया जाये। इस तर्क के समर्थन में प्रार्थी के विद्वान प्रतिनिधि ने 1992 लैब०मार्ड०सी० पेज 678, जनरल मैनेजर नोर्देन रेलवे बनाम न्यायाधीश, सैन्ट्रल इन्डस्ट्रियल ट्रिब्यूनल वर्गरह, जे०ठी० 1996 (7) एस०सी० पेज 181, सैन्ट्रल बैंक ऑफ इंडिया बनाम एस० सत्यम वर्गरह, डब्ल्यू०एल०आर० 1995 (राजस्थान) 71 भागचंद जैन बनाम राजस्थान राज्य पाल्य पुस्तक मण्डल वर्गरह, 1995 (2) एस०एल०आर० 664, बलजीत सिंह बनाम राज्य सरकार हरियाणा व ए०मार्ड०आर० 1995 (एस०सी०) 2325 गाजियाबाद डेवलपमेंट अथारिटी बनाम श्री विक्रम चौधरी की पेश किया है।

13. विपक्षी के विद्वान प्रतिनिधि श्री यशपाल गर्ग का जवाब में कहना है कि डीग में कोई भी दैनिक बेतन भोगी कर्मचारी को 1-4-81 के बाब भर्ती नहीं किया गया और सोहराब खान व गिरीश कुमार की नियमित बेतन शृंखला में विज्ञापन के बाब भर्ती किया गया है और भूपसिंह जयपुर से स्थानान्तरण होकर गया था इसलिए उसे इसलिए धारा 25-जी व 25-एच अधिनियम की उल्लंघन नहीं की गई व ये निर्णय इस प्रकरण पर लागू नहीं होते। यह भी कहना है कि धारा 25-जी व 25-एच अधिनियम के प्रावधानों की पालना के लिए 1-5-91 व 20-8-91 की विपक्षी द्वारा समाचार पत्रों में विज्ञापन जारी किये गये जिसके अन्तर्गत प्रार्थी को प्रार्थना पत्र देना था परन्तु प्रार्थी ने कोई प्रार्थना पत्र नहीं दिया इसलिए धारा 25-एच व 25-जी अधिनियम की पालना की गई है और कोई उल्लंघन नहीं होती इसलिए

प्रार्थी पुनः सेवा में आने के योग्य नहीं इसलिए सेवा रामायित उचित व वैध है।

14. मेरे विचार में प्रार्थी के विद्वान् प्रतिनिधि के तर्कों में कोई भार प्रतीत नहीं होता। प्रथम तो ये कि यह अधिसूचना 13-11-82 को प्रार्थी की सेवा मुक्ति उचित है या नहीं के बारे में प्राप्त हुई है। गोपालगढ़ शाखा में प्रार्थी के स्वयं के कर्त्तव्य के अनुसार उसकी नियुक्ति अप्रैल 1983 में हुई और उसे 34 दिन के लिए नियुक्ति किया गया। इस विषय में कोई अधिसूचना कि अप्रैल 1983 में जो गोपालगढ़ शाखा में श्रमिक की नियुक्ति की गई और उसके बाद उसकी सेवा मुक्ति की गई, का क्या प्रभाव है, के बारे में कोई अधिसूचना नहीं है इसलिए उसके बारे में न्यायालय द्वारा कोई निर्णय नहीं करना है।

15. दूसरे, प्रार्थी मुरेश कुमार का प्रति-परीक्षण में कथन है कि भूपसिह व गिरीश की नियुक्ति नियमित बेतनमान में की गई या नहीं, पता नहीं। भूपसिह उससे 40 रोज़ बाद गोपालगढ़ शाखा में लगा था, उसके पांच छः रोज़ बाद उसे हटाया गया था। प्रार्थी का स्वयं का कथन है कि उसने 34 दिन शाखा में कार्य किया जबकि ग्रब वह कहता है कि 40 दिन बाद भूपसिह लगा था तो यह कैसे कहा जा सकता है कि भूपसिह उस समय कार्य कर रहा था जबकि प्रार्थी भी कार्य कर रहा था इसलिए धारा 25-जी की कोई उल्लंघना मावित नहीं होती।

16. तीसरे प्रार्थी का प्रति-परीक्षण में कथन है कि उसकी नियुक्ति पद्धति उसने देखा था जो जयपुर से आया था, भूप सिह की नियुक्ति चतुर्थ श्रेणी कर्मचारी के पद पर हुई थी, इस प्रकार उसकी नियुक्ति जयपुर से हुई थी और गोपालगढ़ शाखा से कोई नियुक्ति नहीं की गई इसलिए यह नहीं कहा जा सकता कि गोपालगढ़ शाखा में भूपसिह की नियुक्ति की गई और प्रार्थी को कोई सूचना नहीं दी गई। इन परिस्थितियों में गोपालगढ़ शाखा में विपक्षी बैंक द्वारा धारा 25-एच व 25-जी अधिनियम की उल्लंघना करना साधित नहीं होता। श्री राधेश्याम गोयल का प्रति-परीक्षण में कथन है कि “डीग शाखा एक स्वतंत्र इकाई है।” मेरे विचार में बैंक की प्रत्येक शाखा एक स्वतंत्र इकाई होती है। प्रार्थी मुरेश कुमार का प्रति-परीक्षण में कथन है कि भूसावर में गिरीश कुमार गुप्ता, गोपालगढ़ में भूपसिह व सोहराब खां को भरतपुर में नियुक्ति हुई। इस प्रकार गिरीश कुमार, भूप सिह व सोहराब खां की नियुक्तियां क्रमशः बैंक की भूसावर, गोपालगढ़ व भरतपुर शाखा में हुई, ये तमाम शाखाएँ स्वतंत्र इकाई हैं और किसी की भी नियुक्ति डीग शाखा में ही हुई तो यह कैसे कहा जा सकता है कि डीग शाखा में धारा 25-जी व एच तथा नियम 77 व 78 अधिनियम की उल्लंघना की गई क्योंकि उनके द्वारा कोई भर्ती ही नहीं की गई। इस प्रकार गिरीश कुमार गुप्ता, भूप सिह, सोहराब खां की नियुक्ति के बारे में 25-एच, 25-जी व नियम 77 एवं 78 अधिनियम की डीग शाखा द्वारा उल्लंघना मावित नहीं होती और जब उल्लंघना

साधित नहीं होती तो प्रार्थी मुरेश कुमार धारा 25-जी व 25-एच अधिनियम व नियम 77-78 का कोई लाभ प्राप्त करने का अधिकारी नहीं।

17. प्रार्थी मुरेश कुमार का कथन है कि सोहराब खां श्राम पंचायत सीकरी में नाकेदारी का काम करता था जिसका प्रमाण-पत्र डब्ल्यू-1 है। प्रार्थी को इसका कोई लाभ नहीं मिलता क्योंकि उसकी नियुक्ति भरतपुर में हुई, डीग में नहीं। इस प्रकार इस प्रकरण में धारा 25-जी व एच अधिनियम की उल्लंघना साधित नहीं होती। दूसरा बैंक का यूनियन से 17-11-87 को समझौता हुआ और उसकी पालना में 6-4-91 में दैनिक बेतन भोगी कर्मचारियों के बारे में पुनः समझौता हुआ जिसके अनुसार 1-5-81 व 20-8-81 को विज्ञापन जारी किये गये और प्रार्थना-पत्र दैनिक बेतन भोगी कर्मचारियों से आर्थिकता किये गये परन्तु प्रार्थी ने कोई प्रार्थना पत्र नहीं भरा इसलिए भी धारा 25-जी व एच अधिनियम की उल्लंघना साधित नहीं होती और प्रार्थी इसके अन्तर्गत कोई लाभ प्राप्त करने का अधिकारी नहीं। ५०आई०आर० 1995 (एस०सी०) 2335 (सुपरा) में माननीय न्यायाधिपतियों ने यह विनिष्टय किया कि अगर काम है तो बाद में आओ पहले जाओ के सिद्धान्त की पालना करना आवश्यक है। 1995 (2) एस०एस०आर० 664 (सुपरा) में भी उपरोक्त सिद्धान्त को प्रतिपादित किया गया है। डब्ल्यू०एल०आर० 1995 (राज०) (7) (सुपरा) में माननीय न्यायाधिपति ने यह विनिष्टय किया कि अगर वर्षिता मूची प्रकाशित नहीं की गई तो प्रार्थी पुनः सेवा में आने का अधिकारी है। जे०टी० 1996 (7) (एस०सी०) (18) (सुपरा) में माननीय न्यायाधिपतियों ने यह विनिष्टय किया कि धारा 25-एच के प्रावधान धारा 25-एफ से नियंत्रित नहीं होते परन्तु स्वतंत्र हैं। 1992 लैब०आई०सी० पेज 678 (सुपरा) में भी “बाद में आओ, पहले जाओ” के सिद्धान्त को प्रतिपादित किया गया है। मेरे विचार में माननीय न्यायाधिपतियों द्वारा प्रतिपादित उपरोक्त सिद्धान्तों में कोई विवाद नहीं परन्तु ये निर्णय इस प्रकारण के तथ्यों पर लागू नहीं होता क्योंकि 25-एच व 25-जी अधिनियम की उल्लंघना साधित नहीं होती। अतः प्रार्थी को जो 13-11-82 को सेवा समाप्त की गई है वह उचित एवं वैध है और प्रार्थी कोई दादरसी पाने का अधिकारी नहीं है।

18. अतः प्रकारण में निम्नलिखित अवाद पारित किया जाता है :

“प्रार्थी मुरेश कुमार की व्यवस्थापक, स्टेट बैंक ऑफ इण्डिया द्वारा दिनांक 13-11-82 को सेवा समाप्त करना उचित एवं वैध है और उसको 17-11-87 के समझौते के अनुसार नियुक्ति के लिए मोका नहीं देना भी उचित एवं वैध है। प्रार्थी मुरेश कुमार कोई दादरसी पाने का अधिकारी नहीं है।”

19. अवार्ड आज दिनांक 4-6-97 को लिखाया जाकर सुनाया गया जो केन्द्र सरकार को प्रजागतीर्थ नियन्त्रणालय में भेजा जावे।

एस०क०० बंसल, न्यायाधीश

नई दिल्ली, 17 सितम्बर, 1997

का. आ. 2686.—आधोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जयपुर नागौर औचलिक ग्रामीण बैंक, जयपुर के प्रबन्धनकार्त्त के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकारण, जयपुर के पंचपट को प्रदानित करती है, जो केन्द्रीय सरकार को 16-9-97 को प्राप्त हुआ था।

[रंगा ए०-12011/54/89-आई. आर. (वी. 1)]
पी. जे. माइकल, डैस्क अधिकारी

New Delhi, the 17th September, 1997

S.O. 2686.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Nagaur Anchalik Gramin Bank, Jaipur and their workman, which was received by the Central Government on the 16-9-1997.

[No. L-12011/54/89-IR(B.I.)]
P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर

केस नं. सी. आई. टी. 98/89

रैफरेंस : केन्द्र सरकार, प्रभ संत्रालय, नई दिल्ली का आदेश क्रमांक ए.ल. 12011/54/89-आई. आर./वी. 1
दिनांक 29-4-89

श्री प्रभ सिंह पुत्र श्री भागीरथ सिंह द्वारा मडामती ग्रामीण बैंक एम्पलाईज़ यूनियन, जयपुर।

—प्रार्थी

बनाम

अध्यक्ष, जयपुर नागौर औचलिक ग्रामीण बैंक, जयपुर।

—अप्रार्थी

उपरियत

पीठावीन अधिकारी : श्री एस. के. बंसल, आर. एच. जे. एस.

प्रार्थी की ओर से : श्री आर. सी. जैन

अप्रार्थी की ओर से : श्री अशोक मेहता

दिनांक अवार्ड : 5-7-1997

अवार्ड

निम्नलिखित अधिसूचना केन्द्र सरकार के श्रम संत्रालय नई दिल्ली द्वारा इस न्यायालय को अधिनियम के लिए प्रेषित की गई है :

"Whether the action of the Acting Chairman of Jaipur Nagaur Gramin Anchalik Bank, Jaipur is justified in terminating the service of Shri Prabhu Singh, Driver w.e.f. 9-11-88 ? If not, what relief is the workman entitled ?"

2. प्रार्थी ने स्टेटमेंट ऑफ क्लैम पेश किया और उसका कथन है कि उसकी प्रथम नियुक्ति विपक्षी बैंक के प्रधान कार्यालय में ड्राइवर के पद पर दिनांक 28-10-87 को इकजाई वेतन पर हुई थी और उसको कोई नियुक्ति पत्र नहीं दिया गया और उसकी आरंभ में 730 रुपये प्रति माह वेतन मिलता था जो बाद में 950 रुपये कर दिया गया। प्रार्थी का यह भी कथन है कि उसने संस्थान में नियन्त्रित व संतोषजनक कार्य किया परन्तु उसकी मेवाएं 9-11-88 की शाम को विपक्षी ने दिना किसी कारण, बिना कोई नोटिस वेतन का भुगतान किये धारा 25-एफ औद्योगिक विवाद अधिनियम, (जो बाद में अधिनियम कहायेगा) की उल्लंघन में समाप्त कर दी जो कि अवैध है। प्रार्थी का यह भी कथन है कि विपक्षी संस्थान में प्रार्थी से कनिष्ठ अंगों श्रमिक कार्यरत हैं और नये श्रमिकों को भी अर्ती किया गया है। इस प्रकार विपक्षी ने धारा 25-जी व एच अधिनियम का भी उल्लंघन किया है। प्रार्थी का यह भी कथन है कि मियान्त पर उसे नियुक्ति नियम से ड्राइवर की नियमित वेतन शुरूबन्त में वेतन व भत्ते देने चाहिये थे परन्तु प्रार्थी को केवल इकजाई वेतन का भुगतान किया गया जो अनुचित श्रम व्यवहार है और प्रार्थी द्वारा नियमित वेतन शुरूबन्त मांगने पर उसे धारा 25-एफ, जी व एच अधिनियम की उल्लंघन में सेवा मुक्त कर दिया गया इसलिए उसे सेवतन मेवा में नमाम लाभों सहित वहां किया जाये।

3. विपक्षी ने जवाब पेश किया और उनका कथन है कि प्रार्थी विपक्षीय के प्रधान कार्यालय या अन्य किसी शाखा कार्यालय में कभी भी कार्यरत नहीं रहा न ही उसे ही द्वारा कोई भुगतान किया गया है, न ही वैक द्वारा कोई सेवा समाप्त की गई है। इसलिए प्रार्थी कोई राहत पाने का अधिकारी नहीं।

विपक्षी का यह भी कथन है कि वस्तुस्थिति यह है कि प्रार्थी श्री महेन्द्र पाल सिंह संस्थान के अध्यक्ष द्वारा अपनी निजी हैमियत से लगाया गया बाहर चालने के बजाए भुगतान भी श्री मोहन पाल सिंह अपने पास से करते थे। यु. को. बैंक द्वारा जारी परिपत्र संख्या एजीएम/डोएम/सर्कूलर नंबर 5/86 दिनांक 30 अगस्त, 1986 के द्वारा अधिकारियों को बैंक को कार दिये जाने व उनके उपयोग के विषय में निर्देश दिये हुए हैं। इन प्रावधानों के तहत अधिकारी अमं बाहर का संचालन स्वयं करेगा परन्तु किसी विशेष परिस्थिति में अगर वह चाहे तो बाहर को स्वयं न चालकर अपनी निजी हैमियत में कोई ड्राइवर नियुक्त कर सकता है और ऐसे चालकों का वेतन स्वयं अधिकारी द्वारा ही दिया जायेगा लेकिन बैंक नियमों के तहत दिये गये छठपूल के तहत अधिकतम राशि उनके अधिकारी को पुनर्भरण करेगी। इस प्रकार तद्दानों अध्यक्ष द्वारा बाहर चालने के लिए प्रार्थी को निजी हैमियत से रखा गया था इसलिए बैंक से प्रार्थी को कोई नियंत्रण नहीं है और केवल खारिज किया जाये।

4. प्रार्थी प्रभु सिंह ने अपना प्रत्येक साधित करने के लिए अपना स्वयं का शपथ पत्र पेश किया है जिस पर विपक्षी ने प्रति परीक्षण किया। इसके खण्डन में बैंक द्वारा से श्री बाबू लाल मीना का शपथ पत्र पेश किया गया है और प्रदर्श आर—1 दस्तावेज भी पेश किया गया है।

5. बहस सुनी गई, पतावली का अवलोकन किया गया।

6. प्रार्थी के विद्वान प्रतिनिधि श्री आर. सी. जैन का तर्क है कि प्रार्थी ने विपक्षी संस्थान में 28-10-87 से 9-11-88 तक 240 दिन से अधिक ड्राइवर के रूप में कार्य किया किन्तु सेवा समाप्ति के समय उसे कोई नोटिस, नोटिस पे अथवा छंटनी का मुआवजा नहीं दिया गया इसलिए सेवा समाप्ति अवैध है। प्रार्थी के विद्वान प्रतिनिधि का यह भी तर्क है कि प्रार्थी ने विपक्षी संस्थान में आर.आर. जी. 7494, आर. पी. आई. 308 आर.एल. दी. 7138, व आर. आर. ८५. ८९५१ बैंक की चारों गाड़ियां चाराई और जिनकी सौंग बुक में भी इन्द्राजल उसी ने किया इसलिए वह बैंक का ड्राइवर साधित होता है। श्री जैन का यह भी तर्क है कि विपक्षी की साक्षण ने इस बात को माना है कि अध्यक्ष को व्यक्तिगत ड्राइवर रखने के लिए अधिकृत नहीं किया। गया था इसलिए वह अध्यक्ष का व्यक्तिगत ड्राइवर न होकर बैंक का ड्राइवर साधित होता है इसलिए उसे धारा 25-एफ अधिनियम द्वीप उल्लंघन में सेवा समाप्ति किये जाने के कारण सेवा समाप्ति अनुचित व अवैध है अतः प्रार्थी को पुनः सेवा में निया जाये।

7. विपक्षी के विद्वान प्रतिनिधि श्री अशोक मेहरा का जवाब में कहना है कि प्रार्थी पर विपक्षी बैंक का कोई नियंत्रण नहीं था और ना ही कोई उसको बैंक द्वारा

वेतन दिया जाता था और न ही उसकी उर्ध्वाधिकारी बैंक के राजस्टर में दर्ज होता था इसांतरं वह विपक्षी का कर्मचारी लाभित नहीं होता। परन्तु द्विंद्र महेन्द्र पाल सिंह अध्यक्ष का व्यक्तिगत ड्राइवर था क्योंकि वैंक से तो केवल उनको कार मिली हुई थी और प्रदर्श आर-1 परिवर्तन के तहत जो उन्हें मुक्तिदाता द्वारा उपलब्ध कराया गया था इसीलिए प्रार्थी बैंक का कर्मचारी होता साधित नहीं होता। जब बैंक का कर्मचारी हो गया था तो अधिनियम के प्रावधान लागू नहीं होते और प्रार्थी कोई बाइरी पाने ले अनिवारी नहीं।

8. मेरे विचार में विपक्षी के विद्वान प्रतिनिधि के तर्क में कामों सार प्रतीत होता है। प्रभु सिंह का प्रति परीक्षण में कथन है कि “वह द्यूटी के लिए बैंक में जाता था, वह बैंक की गाड़ी चाला था, उसके फोई हाफाझर नहीं होते थे।” इस प्रकार जब बैंक में प्रार्थी को कोई उपर्युक्त नहीं होती थी तो वह वैसे कह सकता है कि वह बैंक का कर्मचारी था। इस प्रकार बैंक में उपको उपर्युक्त नहीं होने से वह बैंक का कर्मचारी साधित नहीं होता। प्रार्थी प्रभुलाल का प्रति-परीक्षण में यह भी वर्णन है कि उसे बैंक में चैक से वेतन मिलता था, फिर कहा गया कि वेतन बैंक ही देता था। बैंक में उपको वेतन बढ़ाने का अदेश जारी किया गया, उसे पता नहीं, किसने किया, चेयरमेन ने ही किया होगा, उसकी तारीख याद नहीं उमने, यह आदेश नहीं देखा। महेन्द्र पाल सिंह ने बड़ी हुई तन्त्रज्ञान दो थी इसलिए वह कहता है कि वेतन बढ़ा था। इस प्रकार प्रभुसिंह ने अपने प्रति परीक्षण में दो कथन किये हैं एक तो यह कि बैंक से वेतन मिलता था और बड़ी हुई तन्त्रज्ञान महेन्द्र पाल सिंह ने दी थी। कोई बैंक पेश नहीं किया गया न ही उसको पेश करवाया गया है। उसके अमावस्या में यहीं वहाँ जायेगा कि बैंक ने कोई तन्त्रज्ञान शर्मिक को नहीं दी। दूसरा कथन यह है कि बड़ी हुई तन्त्रज्ञान महेन्द्र पाल सिंह ही तन्त्रज्ञान देते थे। इस प्रकार बाबू लाल मीना के शपथ पत्र का कि बैंक ने प्रार्थी को कभी नियोजित नहीं किया और न कोई वेतन दिया, का सर्वथन होता है और इस कथन का भी सर्वथन होता है कि वह महेन्द्र पाल सिंह का प्रदर्श आर-1 प्रधान के तहत व्यक्तिगत ड्राइवर था। इस प्रकार जब प्रार्थी को बैंक द्वारा कोई वेतन नहीं दिया गया, तो वह कैसे कह सकता है कि वह बैंक का कर्मचारी था। इसलिए भी प्रार्थी के इस कथन का कि वह बैंक का कर्मचारी था, कह दिया होता है।

9. मेरे विचार में लेखन इस तथ्य में है कि उत्तर को बैंक ने व्यक्तिगत ड्राइवर रखने के लिए अंधशृत नहीं किया था या यह बैंक की चार गाड़ियां चाराई था में प्रार्थी बैंक का कर्मचारी नहीं हो जाना क्योंकि प्रिया के साथ श्री श्री. एस. श्रीमा के शपथ पत्र से यह साधित होता है कि अध्यक्ष को बाहर चढ़ाव होंगे। प्राइवेट

न होने की स्थिति में अध्यक्ष किसी भी वाहन का प्रयोग कर सकता था।

10. मेरे विचार में अध्यक्ष द्वारा कभी किसी कमी की गाड़ी का उपयोग होने से व उसकी लौंग बुक प्रार्थी द्वारा भरे जाने से भी यह साबित नहीं होता कि वह बैंक का कर्मचारी था क्योंकि न तो बैंक द्वारा उसे वेतन दिया गया है और न ही कभी उसकी उपस्थित दर्ज की गई है। प्रार्थी प्रभु सिंह के शपथ पत्र से यह कहीं साबित नहीं होता कि उस पर बैंक का नियंत्रण था इसलिए जब नियंत्रण बैंक का होना साबित नहीं होता जो यह कैसे कहा जा सकता है कि वह बैंक का कर्मचारी था। इन परिस्थितियों में बाबू लाल मीना के शपथ पत्र में यह कथन कि प्रार्थी प्रदर्श अर्त—1 परिस्कृत के अनुसार महेन्द्र पाल सिंह का व्यक्तिगत ह्राईवर था और बैंक का कर्मचारी नहीं था, साबित होता है। इसलिए जब प्रार्थी बैंक का कर्मचारी साबित नहीं होता तो धारा 35-एफ, जी, एवं अधिनियम के प्रावधान लागू नहीं होते और जब ये प्रावधान लायू नहीं होते तो प्रार्थी की श्री महेन्द्र पाल सिंह द्वारा व्यक्तिगत ह्राईवर की हैसियत से की गई सेवा समाप्ति उचित व वैध है और प्रार्थी कोई दावरसी पाने का अधिकारी नहीं है।

11. उपरोक्त विवेचन के आधार पर प्रकरण में निम्नलिखित अवार्ड पारित किया जाता है:

“जयपुर नागोर आंचलिक ग्रामीण बैंक के कार्यालयक अध्यक्ष जयपुर द्वारा प्रार्थी प्रभु सिंह, ह्राईवर की सेवाएं दिनांक 9-11-88 से समाप्त किया जाना उचित व वैध है और प्रार्थी कोई दावरसी पाने का अधिकारी नहीं है।”

12. अवार्ड आज दिनांक 5-7-97 को खुले न्यायालय में लिखाया जाकर मुनाया गया जो केन्द्र सरकार को प्रकाशनार्थ नियमानुसार भेजा जाये।

एस. के. बंसल, पीठासीन अधिकारी

नई दिल्ली, 18 सितम्बर, 1997

का. आ. 2687 :—थौरोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फेडल बैंक लिमि., एलाई के प्रबन्धसंघ के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट और्ध्वोगक विवाद में केन्द्रीय सरकार लेबर कोर्ट, अरनाकुलम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-9-97 को प्राप्त हुआ था।

[संख्या एस-12012/94/95-आई. आर. (बी.ज.)]

पी. जे. माईकल, डैस्क अधिकारी

New Delhi, the 18th September, 1997

S.O. 2687.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Awards of

the Central Government Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Federal Bank Ltd., Alwaye and their workman, which was received by the Central Government on 16-9-97.

[No. L-12012/94/95-IR(B.I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(Labour Court, Ernakulam)

(Wednesday, the 25th day of June, 1997)

PRESENT:

Shri Varghese T. Abraham, B.A., LL.M., Presiding Officer,
Industrial Dispute No. 19 of 1996(C)

BETWEEN

The Chairman, M/s. Federal Bank Ltd., Head Office, Alwaye, Pin : 683 101.

AND

Sri. Varghese, M.F., Purampokkil Veedu, Market Road, Tripunithura P.O. Pin : 682 301, Kerala.

REPRESENTATIONS :

M/s. B. S. Krishnan Associates, Advocates, Kochi-16. . .For Management.
M/s. Ashok B. Shenoy & Muhamood T.T., Advocates, 'Vatsal' Krishnaswamy Road, Kochi-35. . .For Workman

AWARD

The Government of India as per order No. L-12012/94/95-IR(B.I) dated 13-8-96 referred the following industrial dispute for adjudication :

“Whether the action of the management of M/s. Federal Bank Ltd., Alwaye is justified in not affording Shri M. F. Varghese an opportunity for re-employment when a recruitment place for subordinate cadre inspite of his application dated 23-4-94? If not, to what relief Sri. M. F. Varghese is entitled ?”

2. It is admitted by the counsel for workman that the workman joined the service as contended by the management. So no industrial dispute is pending to be adjudicated.

In the result, reference is answered holding that no industrial dispute is pending to be adjudicated, since the workman joined the service of the management.

Pronounced in open court on this the 25th day of June, 1997.

VARGHESE T. ABRAHAM, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 1997,

का. आ. 2588 :—ग्राम्यांगक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट डैफ ऑफ इंडिया के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकाल, वीच, अनुबोध में नांदल और्गांगक विवाद में केन्द्रीय सरकार आद्यागक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करता है, जो कल्पना य सरकार को 17-9-97 को प्राप्त हुआ था।

[संख्या प्र०-12012(10)/85-डॉ. II (ए)]

पी. जे. माईकल, डैस्क अधिकारी

New Delhi, the 18th September, 1997

S.O. 2688.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 17-9-97.

[No. L-12012(10)/85-D. II(A)]

P. J. MICHAEL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 29 of 1985

PARTIES :

Employers in relation to the management of State Bank of India

AND

Their workmen

PRESENT:

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCE:

On behalf of Management—Mr. V. R. Gopalratnam, Law Officer of the Bank.

On behalf of Workmen—Mr. M. Mitra, Vice President of the Union with Mr. B. Das, General Secretary of the Union.

STATE : West Bengal. INDUSTRY : Banking.

AWARD

By Order No. L-12012(10)/85-D.II(A) dated 10th November, 1985 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of India in withdrawing from Shri Purna Chandra Das, Cash Cooly in their Main Branch at Calcutta, the powers of Bill Collection with effect from 6-4-83 is justified? If not, to what relief is the workman concerned entitled ?”

2. When the case is called out today, representatives of the management as well as the union submit that the matter in dispute has been mutually settled by the parties themselves and filed a Memorandum of Settlement dated 10-3-1997. They pray for an Award in terms of the said memorandum of settlement.

3. I have gone through the memorandum of settlement which appears to be legal and fair.

4. The reference is accordingly disposed of in terms of the settlement, which shall form part of this Award as Annexure-A.

This is my Award.

Dated, Calcutta,

The 8th September, 1997.

A. K. CHAKRAVARTY, Presiding Officer

ANNEXURE—A

MINUTES OF THE MEETING

SETTLEMENT OF DISPUTE OF REF. 29 OF 1985 OF LATE P. C. DAS

Members present in the meeting held on 10-03-97 at State Bank of India, Calcutta Main Branch

From Management side

1. Shri B. D. Bhatta, AGM (Accts.)
2. Shri A. K. Chakraborty (MSD)
3. Shri C. R. Biswas, Manager (Personnel)

From claimants side

1. Shri Beramal Das, Genl. Secy.

SBI Workmen's organisation.

The meeting was convened to finalise the compensation amount in connection with the case ref. No. 29 of 1985, as claimed by the organisation vide their letter No. SB WO/5'97 dated 01-03-97, and it has finally been settled that an amount of Rs. 9624.60 (Rupees nine thousand six hundred twenty four and paise sixty only) be paid towards compensation, (as opined by the AGM. Law, LHO Calcutta, vide his letter No. LAW/G/270 dated 14-8-96 as also suggested by the Hon'ble justice of the Tribunal on 19-02-97), to the legal heirs to the estate of the deceased P. C. Das, subject to the approval of the appropriate authority.

Sd/-

Shri B. D. Bhatta

AGM, Accts.

State Bank of India

Calcutta Main Branch.

Sd/-

Shri A. K. Chakraborty
AGM, MSD

State Bank of India
Calcutta Main Branch

Sd/-

Shri C. R. Biswas
Manager (Personnel)
State Bank of India
Calcutta Main Branch
Manager (Personnel)
Calcutta Main Br.

Sd/-

18-3-97

(Beramal Dass)

General Secretary

State Bank Workmen's Organisation
 (Bengal Circle) Regd. No. 9798
 Affiliated to Indian National Trade
 42, Bipon Street, Calcutta-700010
 (Beramal Dass)

General Secretary.
 State Bank Workmen's Organisation
 (Bengal Circle) Regd. No. 9798
 Affiliated to Indian National Trade
 42, Bipon Street, Calcutta-700010
 Madan Mohan Das

Signature of Shri Madan Mohan Das verified

नई दिल्ली, 18 सितम्बर, 1997

का. आ. 2689.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कैथोरिक साइरन बैंक लिमि. के प्रबन्धनात्मक के मंबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार नेवर कोर्ट अनाफुलन के पंचपट को प्रकार्तिगत करतो हैं, जो केन्द्रीय सरकार को 17-9-97 को प्राप्त हुआ था।

[संख्या एल-12011/26/83-डी.1(वी.)]

पी. जे. माईकल, ईस्क अधिकारी

New Delhi, the 18th September, 1997

S.O. 2689.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Labour Court, Ernakulam as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Catholic Syrian Bank Ltd. and their workman, which was received by the Central Government on the 17-9-1997.

[No. L-12011/26/88-E.I. (B)]

P. J. MICHAEL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT
LABOUR COURT, ERNAKULAM

(Labour Court, Ernakulam)

(Tuesday, the 1st day of July, 1997)

PRESENT :

Shri Varghese T. Abraham, B.A., LL.M.
 Presiding Officer

Industrial Dispute No. 9 of 1988 (C)

BETWEEN

The Chairman, The Catholic Syrian Bank Ltd., H.O. Trichur, P.O. Trichur, Kerala

AND

Shri A. N. K. Devassy, S/o Shri Kunhu Varu, Arakkal Nelissery, P. O. Valappad, Dist. Trichur, Kerala.

REPRESENTATIONS :

M/s. P. F. Thomas &
 Sunil Thomas, Advocates,
 Kochi-12. . . For Management
 Sri M. Ramachandran,
 Advocate, Kochi-17. . . For Workman

AWARD

The Government of India as per Order No. L-12011/26/88-D.I. (B) dated 29-9-1988 referred the following industrial dispute for adjudication :—

“Whether the action of the management of M/s. Catholic Syrian Bank Ltd., in dismissing Shri A.N.K. Devassy, sub-staff in the Perinam Branch from service w.e.f. 9-6-1987 is justified? If not, to what relief the workman concerned entitled?”

2. Writ Appeal is disposed of by the Hon'ble High Court. I am told by the Counsel for the workman that the workman is reinstated and paid compensation. As such no industrial dispute is pending to be adjudicated.

In the result, the reference is answered holding that no industrial dispute is pending to be adjudicated since the workman is reinstated by the management.

Pronounced in open court on this the 1st day of July, 1997.

Ernakulam

VARGHESE T. ABRAHAM, Presiding
Officer

नई दिल्ली, 19 सितम्बर, 1997

का. आ. 2690.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबन्धनात्मक के मंबद्ध नियोजकों में उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार नेवर कोर्ट अनाफुलन के पंचपट को प्रकार्तिगत करतो हैं, जो केन्द्रीय सरकार को 17-9-97 को प्राप्त हुआ था।

विवाद में औद्योगिक अधिकारण, जयपुर के पंचायत को प्रकाशित करती है, जो केन्द्रीय नियन्त्रण का 17-9-97 का प्राप्त हुआ था।

[संख्या एल-12012/437/88-डी.आई.आई.ए.-
आई.आर. (बी-III)]

पौ. जे. माइकल, डैफ़ कर्मचारी

New Delhi, the 19th September, 1997

S.O. 2690.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on the 17-9-1997.

[No. L-12012/437/88/DIIA/IR (B-II)]
P. J. MICHAEL, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक न्यायाधिकरण, जयपुर
केस नं. सी. आई.टी. 41/89

रैफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश
क्र. एल. 12012/437/88—डी— 2 (ए)
दिनांक 10-3-89

राजधानी बैंक एम्प्लाईज़ यूनियन, परवाना भवन,
माधोबाग, जोधपुर।

—प्रार्थी

बनाम

क्षेत्रीय प्रबन्धक, विजया बैंक, एस. सी. आ. 173-74
सैटर 17 सी. पो. बा. 136, चंडीगढ़।

—प्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री एस. के. बंसन, आर. ए.व.
जे. एम.

प्रार्थी की ओर से : श्री जे. एन. शाह

अप्रार्थी की ओर से : श्री सतीशचन्द्र पुराणहिं

दिनांक अवार्ड : 2-7-1997

अवार्ड

इस प्रकरण में निम्नलिखित अधिकृत भारत सरकार के श्रम मंत्रालय द्वारा अधिनियम के लिए प्रेषित की गई है :

'Whether the action of the management of Vijaya Bank in terminating the services

of Shri Manohar Lal and not considering him for further employment, while recruiting fresh hands under Section 25-H of the I.D. Act, is justified? If not, to what relief is the workman entitled?'

2. प्रार्थी यूनियन ने स्टेटमेंट ऑफ क्लेम पेश किया और उसका कथन है कि बैंक ने अपनी गंगानगर शाखा में श्री मनोहरलाल को दिनांक 2-2-86 को पीओन के पद पर नियुक्त किया था तथा उसको बैंक सेवा में रखा परन्तु उसकी सेवा अंतिम बार दिनांक 2-5-1986 को समाप्त कर उसकी जगह इसरे कर्मकार को नियुक्त किया गया। इस प्रकार बैंक ने धारा 25(जी) व 25(एच) औद्योगिक विवाद अधिनियम, 1947 (जो बाद में अधिनियम कहलायेगा) का उल्लंघन किया है और बैंक अनुचित श्रम व्यवहार करने का दोषी है। प्रार्थी यूनियन का यह भी कथन है कि औद्योगिक विवाद अधिनियम के नियमों के नियम 76, 77 एवं 78 का भी उल्लंघन किया गया है इसलिए श्रमिक मनोहरलाल की सेवा में बहान किया जाये और वैतन एवं अन्य लाभ दिलवाये जायें।

3. विपक्षी बैंक ने जवाब पेश किया और उनका कथन है कि प्रार्थी की सेवाएं 2-5-86 को समाप्त नहीं की गई और बैंक ने धारा 25-जी व 25-एच अधिनियम का उल्लंघन नहीं किया और न ही बैंक अनुचित श्रम व्यवहार करने का दोषी है। विपक्षी का यह भी अभिकथन है कि प्रार्थी की तात्कालिक नियुक्ति विविन्द अवसरों पर बैंक अवार्ड्स व बाइ-पार्टाईट समझौते के अनुसार की गई थी और किसी स्थाई या अस्थाई कर्मकार को हटाने का प्रयत्न ही पैदा नहीं होता। विपक्षी का यह भी अभिकथन है कि यह प्रकरण लीब वैकेन्सी की स्थिति में निश्चित अवधि हेतु नियोजन का है जो उक्त अवधि की समाप्ति के साथ स्वतः ही समाप्त हो जाता है इसलिए यह प्रकरण 2(00) (बीबी) अधिनियम की परिभाषा में आता है और प्रार्थी ने 240 दिन कार्य नहीं किया इसलिए धारा 25-एच अधिनियम के प्रावधान लागू नहीं होते इसलिए क्लेम निरस्त किया जाये।

4. प्रार्थी यूनियन ने जवाबुलजवाब पेश किया और विपक्षी के कथनों से इन्हार किया और क्लेम स्वीकार किये जाने की प्रार्थना की है।

5. प्रार्थी ने अपना क्लेम साबित करने के लिए श्री मनोहरलाल श्रमिक का गपथ पत्र पेश किया है और इसके खण्डन में विपक्षी बैंक की ओर से श्री सजनराज ललवानी के दो शपथ पत्र पेश किये गये हैं जिन दोनों को शामिल करते हुए प्रति परीक्षण करवाया गया।

6. पक्षकारान के प्रतिनिधिगण को वहम मुनी गई और पत्रावली का अवलोकन किया गया।

7. प्रार्थी के विद्वान प्रतिनिधि श्री जै०एल० अग्रवाल का तर्क है कि मनोहरलाल कर्मकार को बैंक में 2-2-86 को नियुक्ति दी गई और उसकी सेवाएं 2-5-86 को अंतिम आर समाप्त कर दी गई और इसके पश्चात् शपथ पत्र के पैरा नं. 3 में वर्णित व्यक्तियों को सितम्बर 1987 तक सेवा में रखा गया परन्तु प्रार्थी को कोई सूचना नौकरी पर आने की नहीं दी गई इसलिए प्रार्थी 2-5-86 से सितम्बर 1987 तक पूरा बेतन पाने का अधिकारी है जो उसे दिलाया जाये। प्रार्थी के विद्वान प्रतिनिधि ने इस तर्क के समर्थन में शार०एल०आर० 1989 (1) पेज 636 राम चन्द्र यादव बनाम आर०एस०आर०टी०सी० व अन्य को पेश किया है।

8. विपक्षी के विद्वान प्रतिनिधि श्री सतीशचन्द्र पुरोहित का जवाब में कहना है कि प्रार्थी ने कभी भी 240 दिन कार्य नहीं किया इसलिए धारा 25-एक अधिनियम के प्रावधान लागू नहीं होते और इसलिए वह किसी प्रकार का रिलीफ पाने का अधिकारी नहीं है और कलेम खारिज किया जाये। इस तर्क के समर्थन में विपक्षी के विद्वान प्रतिनिधि ने निम्नलिखित निर्णय पेश किये हैं:—

1. 11 एल०एल०ज० (एस०सी०) पेज 191 डॉ मुरेन्द्र सिंह जमवाल बनाम स्टेट ऑफ जम्नू एंड काशीगढ़ व अन्य
2. ए०आर०आर० 1996 (एस०सी०) 1001 स्टेट ऑफ राजस्थान बनाम रामेश्वर लाल गहलोत।
3. ए०एल०ज० 1995 (एस०सी०) डॉ० अरुणधत्तो अर्जीत बनाम स्टेट ऑफ महाराष्ट्र।
4. 1994 (2) एस०सी०सी० पेज 745, य०पी० स्टेट कोअपरेटिव सेण्ड डेवेलमेन्ट बैंक नि० बनाम तात्त्वज्ञ प्रसादी व अन्य

9. विपक्षी के साथी श्री सजदराज ललवानी का प्रति परीक्षण में कथन है कि मनोहर लाल को नियुक्ति आदेश नहीं दिया गया मनोहरलाल ने भेरे अधीन कार्य किया था। मनोहर लाल ने चपरासी के पद पर अस्थाई रूप से कार्य किया था। इस प्रकार विपक्षी के साथी ने भी प्रार्थी के शपथ पत्र के पैरा 1 व 2 का समर्थन किया है। इस प्रकार प्रार्थी मनोहर लाल के शपथ पत्र व विपक्षी के इस कथन में कि मनोहर लाल ने उनके यहां अस्थाई चपरासी का कार्य किया था, यह सावित होता है कि प्रार्थी मनोहर लाल 2-2-86 को बैंक की गंगानगर शाखा में चपरासी के पद पर रखा गया और 2-5-86 को उसकी सेवाएं समाप्त की गई। विपक्षी के शपथ पत्र से यह कहीं साबित नहीं होता कि प्रार्थी को निश्चित अवधि के लिए रखा गया था इसलिए धारा 2(00) (बीबी) अधिनियम के प्रावधान लागू नहीं होते। इस प्रकार प्रार्थी की सेवाएं समाप्त की गई हैं। ए०आर०आर० 1966 (एस०सी०) (सुपरा) में माननीय न्यायाधिपतियों ने यह विनिश्चय किया कि नियुक्ति निश्चित

अवधि के लिए थी इसलिए धारा 2(001) (बीबी) अधिनियम के प्रावधान लागू होते हैं और धारा 25-एक अधिनियम के प्रावधान लागू नहीं होते। परन्तु इस प्रकरण में ऐसे तथ्य नहीं हैं इसलिए यह निर्णय विपक्षी की कोई मद्दत नहीं करता।

10. प्रार्थी श्री मनोहर लाल के शपथ पत्र के पैरा नं. 3 में कथन है कि:

“यह कि माह अप्रैल 86 में शंकर लाल को पीओन के पद पर रखा गया था। वह मुझसे कर्निष्ठ था। उसे मेरे पूर्व सेवा मुक्त नहीं किया गया। उसने माह मई 86 में पूरे माह कार्य किया है। उसके बाद श्रीगंगानगर शाखा में श्री मुभाषचंद को दिनांक 3-6-86 को अस्थाई पीओन के पद पर नियुक्त किया गया। उसने दिनांक 25-7-86 तक कार्य किया। श्री मैनील बालान ने दिनांक 25-6-86 से 31-8-86 तक पीओन का कार्य किया। श्री लीलाधर ने दिनांक 1-8-86 से अक्टूबर 1986 तक पीओन का कार्य किया। जुगलकिशोर ने दिनांक 22-9-86 से अक्टूबर 1986 तक कार्य किया। श्री अजय-कुमार व जे. के. आहुजा ने अक्टूबर 86 में पीओन का कार्य किया। श्री जगदीश कुमार ने 4 नवम्बर 1986 से जनवरी 1987 तक पीओन का कार्य किया। श्री नरेन्द्र कुमार ने दिनांक 2-2-87 से अप्रैल 1987 तक पीओन का कार्य किया है। श्री चन्द ने मई 87 से जुलाई 87 तक पीओन का कार्य किया है। इसके बाद अक्टूबर 87 में शीशपाल को पीओन के पद पर नियुक्त किया गया है जो अभी तक कार्य कर रहा है। यह तथ्य मैंने विपक्षी बैंक के रिकाँड का मेरे बकील श्री ज. एल. शाह ने निरीक्षण किया उन्होंने मुझे बताया है, उस आधार पर लिखे हैं।”

11. विपक्षी के साथी श्री सजन राज ललवानी ने प्रति परीक्षण में कथन किया है कि जून 1986 में मुभाषचंद को उपस्थिति रजिस्टर में अस्थाई चपरासी दर्शाया है लेकिन उसने चपरासी का काम नहीं किया। जून 1986 में उपस्थिति रजिस्टर में सुनील बालान को अस्थाई चपरासी दिखाकर चपरासी काटा गया हो और बल्कि के रूप में काम करता था। मुभाष चन्द को जुलाई 1986 में उपस्थिति रजिस्टर में अस्थाई चपरासी दर्शाया है लेकिन उसने काम बल्कि का किया है। यह सही है कि उपस्थिति रजिस्टर में अस्थाई कर्मचारी के कार्य के अनुसार उनका पद लिखा जाता है परन्तु जुलाई 86 में किसीका भी पद नहीं लिखा। अस्थाई कर्मचारियों को उपस्थिति रजिस्टर में अस्थाई ज्यादातर लिखा गया है। जगदीश कुमार ने नवम्बर 1986 व दिसम्बर 86 में अस्थाई चपरासी के पद पर कार्य किया। जगदीश ने जनवरी 87 में भी कार्य किया है। जो अस्थाई कर्मचारी रखते हैं उनका नाम उपस्थिति रजिस्टर में दर्ज है।

12. मेरे विचार में विपक्षी के साक्षी का प्रति परीक्षण में यह कथन कि मुमाल चंद व मुनील बालान ने कर्तव्य का कार्य किया है, माने जाने योग्य नहीं क्योंकि उनका पद चपरासी का गद दिखाया गया है। इस प्रकार मुमाल चंद को उपनिधित्वात् गजिस्टर में चपरासी दिखाया गया है परन्तु उसके द्वारा कार्य चपरासी का नहीं किया जाना दस्तावेज़ीय के बिलाफ़ है। इन परिस्थितियों में विपक्षी के साक्षी के प्रति परीक्षण से भी यह साक्षित होता है कि जून, 1986 में मुमाल चंद व उसके बाद जुलाई, 1986 में मुनील बालान एवं उसके बाद जगदीश ने नवम्बर, 1986 विपक्षर, 1986 व जनवरी, 1987 में बैंक में कार्य किया है, यह तथ्य भी प्रार्थी के शपथ पत्र का ही समर्थन करता है।

13. मेरे विचार में प्रार्थी के शपथ पत्र को नहीं मानते का कोई कारण नहीं। दूसरे विपक्षी के साक्षी सजन राजकल्याणी के शपथ पत्र प्रार्थी के शपथ पत्र का खण्डन नहीं करता इस तिथि विपक्षी का शपथ पत्र विपक्षी को कोई मबद नहीं करता। अतः प्रार्थी के शपथ पत्र व विपक्षी के प्रति परीक्षण से यह साक्षित होता है कि प्रत्रैन, 1986 में शंकर लाल को पीओन के पद पर रखा गया और उसके बाद श्रीगंगानगर शास्त्र में मुमाल चंद को 3-6-86 को पीओन के पद पर नियुक्त किया जिसने 25-7-86 तक कार्य किया, उसके बाद मुनील बालान ने 25-6-86 से 31-8-86 तक चपरासी का कार्य किया। फिर लीगाधर ने दिनांक 1-8-86 में अक्षुवर, 1986 तक पीओन का कार्य किया। जुआ किंगोर ने 22-9-86 में अक्षुवर, 1986 तक कार्य किया। अजय कुमार व जे. के. आड्जा ने अक्षुवर, 1986 में पीओन का काम किया। जगदीश कुमार ने 4 नवम्बर, 1986 में जनवरी, 1987 तक पीओन का कार्य किया। नरेन्द्र कुमार ने 2-2-87 में प्रत्रैन, 1987 तक फिर श्रीचंद ने मई, 1987 से जुलाई, 1987 तक पीओन का कार्य किया। इस प्रकार प्रार्थी मनोहर लाल की सेवा समर्पित के बाद विपक्षी ने मुमाल चंद, मुनील बालान, लीगाधर, जगदीश कुमार, जगदीश कुमार, नरेन्द्र कुमार व श्रीचंद ने जुलाई, 1987 तक अस्थाई तौर पर कार्य किया। परन्तु प्रार्थी मनोहर लाल को उनकी नियुक्ति देने से पूर्व कोई कार्य पर आने की सूचना नहीं दी गई इसलिए प्रार्थी ने 2-5-86 से जुलाई, 1987 तक मिश्न-भिश्न नियुक्ति धारा 25-एच अधिनियम की उल्लंघना में की है जबकि प्रार्थी मनोहर लाल इस पश्च पर नियुक्ति का अधिकारी था। इन परिस्थितियों में जब वह नियुक्ति का अधिकारी था और उसे नियुक्ति नहीं किया गया सो धारा 25-एच अधिनियम के अन्तर्गत प्रार्थी 2-5-86 से जुलाई, 1987 तक का वेतन पाने का अधिकारी है। मेरे इस विचार का समर्थन आर.एन. आर. 1989 (1) 636 (सुपरा) में होता है जिसमें माननीय न्यायाधिकारियों ने निम्नलिखित विनिश्चय किया है:

2506 GI|97—11.

(b) Industrial Disputes Act, 1947, S. 25-H Industrial Disputes (Central) Rules, 1957, R. 78—Constitution of India, Art. 226, Re-employment of retrenched workmen—juniors were re-employed but petitioners who were senior to them were not given offer for re-employment juniors who were re-employed were removed after about four months and were no more in employment of non-petitioner (employer) held, petitioners were not entitled to seek re-employment—However they are entitled for wages as compensation for the period (about four months) for which their juniors were given re-employment.

14. विपक्षी द्वारा पेश किया गया सभी निर्णय इस प्रकरण के तथ्यों पर लागू नहीं होते क्योंकि ये निर्णय धारा 25-एच अधिनियम के बारे में नहीं थे न ही उन प्रकरणों में हस्तगत प्रकरण जैसा कोई विवादित बिन्दु था।

15. प्रार्थी के विद्वान प्रतिनिधि श्री जे.एन. शाह यह बात मानते हैं कि प्रार्थी की सेवा में बहाल किये जाने का कोई अधिकार नहीं है इसलिए प्रार्थी मनोहर लाल सेवा में बहाल किये जाने का अधिकारी नहीं है।

16. उपरोक्त विवेचन के आधार पर प्रकरण में निम्नलिखित अवार्ड पारित किया जाता है :

“बैंक के प्रबंधनतंत्र द्वारा प्रार्थी मनोहर लाल को पुनः नियोजित होने वाला धारा 25-एच अधिनियम का उल्लंघन है। प्रार्थी पुनः नियोजित में आने का अधिकारी नहीं है किन्तु दिनांक 2-5-86 से जुलाई 1987 तक का वेतन प्रार्थी प्राप्त करने का अधिकारी है जो बैंक उसे तीन माह के अन्दर अदा करेगा अन्यथा उक्त राशि पर 12 प्रतिशत वार्षिक दर से ब्याज भी रैफरेंस की तिथि से प्रार्थी प्राप्त करने का अधिकारी होगा।”

17. अवार्ड की प्रति केन्द्र सरकार को प्रकाशनार्थ भेजी जाये।

अवार्ड आज दिनांक 2-7-97 को लिखाया जाकर खुले न्यायालय में सुनाया गया।

एस. के. वंसन, न्यायाधीश

नई दिल्ली, 19 सितम्बर, 1997

का०शा० 2691.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक आँफ इंडिया के प्रबंध तंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट प्रौद्योगिक विवाद में प्रौद्योगिक अधिकरण, जयपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 17-9-93 को प्राप्त हुआ था।

[संख्या एल-12012/902/88/डी-ए/आई०आर०बी०-II]
पी० जे० भाईकल, डैस्क अधिकारी

New Delhi, the 19th September, 1997

S.O. 2691.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Union Bank of India, and their workman, which was received by the Central Government on 17-9-1997.

[No. L-12012/902/38/DIIA/IR(B-II)]

P. J. MICHAEL, Desk Officer

प्रनुबंध

केन्द्रीय औद्योगिक व्यायाधिकरण, जयपुर

केस नं० सी० आई० टी० 83/89

रेफरेंस : केन्द्र सरकार, श्रम मंत्रालय, नई दिल्ली का आदेश
क्रम एल-12012/902/83-डी-2 (ए) दिनांक
8-8-89

यूनियन बैंक एम्प्लाईज यूनियन (एसोसियेशन)
द्वारा महासचिव, 7, महाक्षीर नगर, II, महारानी
बाग दुर्गापूरा, जयपुर।

—प्रार्थी

बनाम

- 1 यूनियन बैंक आँफ इंडिया, जयपुर।
2. थोटोर प्रबंधक, यूनियन बैंक आँफ इंडिया, सतीकवा
दुर्गापूरा हास्पिटल, प्रिमाईसस, बापू नगर, जयपुर।

—अप्रार्थी

उपस्थित

पीठासीन अधिकारी : श्री एस० के० बंसल,
भार० एच० जै० एस०

प्रार्थी की ओर से :

श्री मुरेन्द्र सिंह

प्रप्रार्थी की ओर से :

श्री आर० के० काला एवं

श्री आर० सी० पापड़ीवाल

दिनांक अवार्ड :

21-7-97

अवार्ड

यह अधिसूचना भारत सरकार के श्रम मंत्रालय द्वारा
निम्नलिखित विवादित बिन्दु का निर्णय करने के लिए प्रेषित
की गई है :

'Whether the action of the management of
Union Bank of India in terminating the
services of Shri R. P. Mali peon and not
considering him for further employment
which recruiting fresh hands under Sec-
tion 25H of the I.D. Act is justified? If
not, to what relief is the workman en-
titled?'

2. प्रार्थी यूनियन ने स्टेटमेंट आँक क्लेम पेश किया
और उनका कथन है कि श्रमिक रामेश्वर प्रसाद माली
को चतुर्थ श्रेणी के पद के लिए साक्षात्कार हेतु बुलाया
गया था और श्रमिक रामेश्वर प्रसाद का नाम नियोजन
कार्यालय में पंजीकृत था और उसका नाम चतुर्थ श्रेणी पद
की नियुक्ति के लिए सिफारिश कर दिया गया था जैसा
कि प्रवर्द्ध डब्ल्यू 1 से स्पष्ट है। प्रार्थी यूनियन का यह भी
कथन है कि श्रमिक को चयनित कर अधीनस्थ स्टाफ (चतुर्थ
श्रेणी) के पद पर 11-4-73 को नियुक्ति दी गई। प्रार्थी
श्रमिक ने निम्न प्रकार 90 दिन कार्य किया :

11-4-83 से 30-4-83 तक	20 दिन
2-5-83 से 14-5-83 तक	13 दिन
16-5-83 से 31-5-83 तक	16 दिन
1-6-83 से 11-6-83 तक	11 दिन
13-6-83 से 12-7-83 तक	20 दिन

प्रार्थी यूनियन का यह कथन है कि श्रमिक ने इसके
प्रतिरक्त भी 8 माह की अवधि में अधिक कार्य किया
परन्तु उसको वेतन भुगतान अव्यवस्था के माध्यम से किया गया
अर्थात् यूनियन का यह भी कथन है कि श्रमिक की सेवा
समाप्त करते समय उसके बाद में नियुक्त कर्मचारियों को अधी-
नस्थ सेवा में रखा जिनमें मांगी लाल शर्मा पुत्र नव्वीर
शर्मा जिसे 18-2-84 को प्रथम बार कार्य पर लिया गया
था उसको मेवा में रखते हुए नियमित कर दिया गया
जबकि श्रमिक जो कि उससे पूर्व में नियुक्त था और उसका
कार्य भी संतोषप्रद था, को नियमित नहीं किया गया।
यूनियन का यह भी कथन है कि शास्त्री अवार्ड व देसाई अवार्ड
के प्रावधानों की भी पालना नहीं की गई और कोई वरिअटा
सूची नहीं बनाई गई। प्रार्थी यूनियन का यह भी कथन है
कि श्रमिक रामेश्वर प्रसाद की नियुक्ति के पश्चात बैंक ने
अनेकों अवक्षियों को बैंक की कोटा व अन्य शाखाओं में
लगाया और अशोक कुमार को जिसने नवा बाजार,
अजमेर शाखा में 80 दिन कार्य किया उसको समझौता
अधिकारी के पास विवाद लगाने के बाद नियमित कर दिया
गया जबकि प्रार्थी श्रमिक को नियमित नहीं किया गया।
श्रतः रामेश्वर प्रसाद को बैंक सेवा में बिना किसी अवरोध
व हानि के समस्त लाभ सहित चतुर्थ श्रेणी पद पर माना
जाये।

3. विपक्षी ने जवाब पेश किया और उनका कथन है
कि इस प्रकरण में औद्योगिक विवाद अधिनियम, 1947 (जो
बाद में अधिनियम कहलाएगा) के प्रावधान लागू नहीं होते
क्योंकि प्रार्थी ने सीधे बैंकेन्टी में कार्य किया है और न ही
किसी अवार्ड की सुनिश्चित विवादित बिन्दु का गई है। यूनियन द्वारा प्रकारण दरी
से प्रस्तुत किया गया है इसलिए प्रार्थी जिसी लाभ का अधि-
कारी नहीं है और वहेम खारिज किया जाए।

4. प्रार्थी यूनियन की ओर से श्रमिक रामेश्वर प्रसाद
का शपथ पत्र पेश किया गया है। इसके बांधन में विपक्षी
की ओर से श्री विजय कुमार वा शपथ पत्र पेश किया गया
है व प्रदर्श एम-1 से एम-5 दस्तावेज पेश किये गये हैं।
बहुग सुनी गई, पत्रावली का अवलोकन किया गया।

5. प्रार्थी के विद्वान् प्रतिनिधि श्री मुरेन्द्र ठिह का तर्क है कि प्रार्थी ने बैंक में 11-4-83 से 12-7-83 तक 90 दिन कार्य किया और उनके पश्चात् काफी अधिकों को सेवा में आने के लिए कोई नीटिस नहीं दिया इसलिए शास्त्री अवार्ड व देसाई अशार्ड नया धारा 25-एच अधिनियम की उल्लंघना की गई है इसलिए ऐसा भविष्यत अवैध है प्रार्थी पुनः सेवा में आने का अधिकारी है और उसे समस्त बैंक न सहित पुनः सेवा में लिया जाये। उनका यह भी तर्क है कि 18-2-84 को मार्गी लाल भर्मा को नियुक्ति पर रखा गया और उसे बाइ भें नियुक्त कर दिया गया इस प्रकार धारा 25-जी प्रधिनियम की उल्लंघना में उसकी सेवाएं समाप्त की गई हैं जो कि प्रवैष्ट हैं और प्रार्थी पुनः सेवा में लिये जाने का अधिकारी है।

6. विषयों के विद्वान् प्रतिनिधि श्री शरदो के० काला जबाब में कथन है कि इस प्रकरण में प्रार्थी को लीब बैंकेन्सी में रखा गया था जिसके प्रदर्श एम-1 से एम-5 दस्तावेज पेश किये गये हैं जिसमें यह भी स्पष्ट किया गया था कि यह यह अवैध समाप्त होने पर सेवाएं स्वतः ही समाप्त हो जाएंगी। इसलिए प्रार्थी का प्रकरण धारा 2(ओओ) (बीबी) की परिधि में आता है और प्रार्थी की कोई सेवा मुक्ति नहीं की गई है और जब कोई सेवा मुक्ति नहीं की गई तो प्रार्थी किसी भी प्रावधान का लाभ उठाने का अधिकारी नहीं था इसलिए वह धारा 25-जी व 25-एच अधिनियम के प्रावधानों का लाभ पाने का अधिकारी नहीं है। यह भी तर्क है कि धारा 25-जी अधिनियम कोई विवाद व्यायालय के समक्ष नहीं आया है इसलिए इस संबंध में कोई विवारण नहीं किया जा सकता।

7. मेरे विचार में विषयों के विद्वान् प्रतिनिधि के तर्क में काफी सार प्रतीत होता है। विषयों के साक्षी श्री विजय व्यास का शपथ पत्र के पैरा 4 में कथन है :

“यह कि श्री रामेश्वर प्रसाद माली पुत्र सूरज भल माली को चतुर्थ श्रेणी पत्र के लिए साक्षात्कार हेतु बुलाया गया था और उनकी नियुक्ति पूर्णतया अस्थाई तौर पर लीब बैंकेन्सी के तहा निश्चित अवैधि के लिए की गई थी। श्री रामेश्वर प्रसाद माली को समय-समय पर दिये गये नियुक्ति पत्र भलग्न हैं जो प्रदर्श 1, 2, 3, 4, 5 हैं। श्री रामेश्वर प्रसाद माली ने निम्न प्रकार विषयों के बैंक में लीब बैंकेन्सी में कार्य किया :

दिनांक 11-4-83 से 30-4-83 तक	20 दिन
दिनांक 2-5-83 से 14-5-83 तक	13 दिन
दिनांक 16-6-83 से 31-5-83 तक	16 दिन
दिनांक 1-6-83 से 11-6-83 तक	11 दिन
दिनांक 13-6-83 से 29-6-83 तक	17 दिन

इस प्रकार कुल 77 दिन तक अस्थाई चतुर्थ श्रेणी कर्मचारी के रूप में प्रार्थी श्री माली ने विषयों के बैंक

में कार्य किया, प्रार्थी ने विषयों के बैंक में इसके अतिरिक्त और कभी भी कार्य नहीं किया।”

8. मेरे विचार से इस शपथ पत्र को नहीं मानने का कोई कारण नहीं। दूसरे ऐसा कोई तथ्य प्रति परीक्षण में नहीं आया जिससे विजय व्यास के शपथ पत्र को नहीं माना जाये। प्रतः श्री विजय व्यास के शपथ पत्र से साक्षित होता है श्री रामेश्वर प्रसाद की नियुक्ति विषयों के लीब बैंकेन्सी में एक निश्चित अवैधि के लिए की गई थी और उसने 11-4-83 से 30-4-83 तक 20 दिन, 2-5-83 से 14-5-83 तक 13 दिन, 16-5-83 से 31-5-83 तक 16 दिन, 1-6-83 से 11-6-83 तक 11 दिन, 13-6-83 से 29-6-83 तक 17 दिन कुल 77 दिन काम किया। शपथ-पत्र से यह भी साक्षित होता है कि प्रार्थी को दिये गये नियुक्ति पत्र प्रदर्श 1, 2, 3, 4, 5 भी हैं, जिनमें यह अकित किया गया है कि इन नियुक्ति पत्रों में वर्णित समय समाप्त होने पर उसकी सेवा स्वतः समाप्त हो जायेगी। इस प्रकार प्रार्थी को प्रदर्श एम-1 से एम-5 दस्तावेजों के जरिये लीब बैंकेन्सी में रखा गया था और निश्चित समय के लिए रखा गया था और यह भी प्रक्रियत कर दिया गया था कि उसकी सेवाएं प्रदर्श एम-1 से एम-5 में वर्णित समय समाप्त होते ही स्वतः ही समाप्त हो जायेगी। इन परिस्थितियों में प्रार्थी को लीब बैंकेन्सी में निश्चित समय के लिए रखा गया था और उसके पश्चात् प्रार्थी की सेवाएं स्वतः ही समाप्त हो गई इसलिए उसका प्रकरण धारा 2(ओओ) (बीबी) की परिधि में आता है जिसे सेवा मुक्ति नहीं कहा जा सकता। इन परिस्थितियों में प्रार्थी का शपथ पत्र प्रार्थी को कोई मदद नहीं करता और इससे विजय व्यास के शपथ पत्र का, जो दस्तावेजों साक्ष्य से समर्थित है, का खंडन नहीं होता। इसलिए विषयों की साक्ष्य के मुकाबले में प्रार्थी की साक्ष्य को नहीं माना जा सकता। दूसरे डब्ल्यू-2 दस्तावेज समझौता अधिकारी के समय बैंक को और से प्रस्तुत किया गया था जबाब है जिससे भी प्रार्थी को कोई मदद नहीं मिलती। प्रदर्श डब्ल्यू-1 भी ऐसा दस्तावेज नहीं है जो यह साक्षित कर सके कि धारा 25-एच अधिनियम की उल्लंघना की गई है। इस प्रकार जब प्रार्थी की सेवा मुक्ति नहीं की गई तो प्रार्थी धारा 25-एच का लाभ उठाने का अधिकारी नहीं है क्योंकि जब तक सेवा मुक्ति नहीं हो तब तक कोई भी अधिक प्रधिनियम के प्रावधानों का लाभ नहीं उठा सकता। इस मामले में प्रार्थी का प्रकरण धारा 2(ओओ) (बीबी) की परिभाषा में आता है इसलिए उसकी सेवा मुक्ति नहीं कही जा सकती और जब सेवा मुक्ति नहीं की गई तो वह अधिनियम के किसी प्रावधान का या धारा 25-एच व 25-जी का कोई लाभ उठाने का अधिकारी नहीं इसलिए उसको जो सेवा से 'हटाया' गया है वह सही है और धारा 25-एच अधिनियम के अन्तर्गत उसे बुलाकर लाभ न दिया जाना उचित व धैर्य है।

9. मार्गीलाल की सेवा नियुक्ति के बारे में उभया कथन है कि 18-2-84 की उसकी नियुक्ति हुई थी जो कि

प्रार्थी के बाद की गई थी। प्रथम तो प्रार्थी प्रधिनियम के किसी प्रावधान का लाभ पाने का अधिकारी नहीं है क्योंकि उसकी सेवा मुक्ति प्रधिनियम के प्रावधानों के अन्तर्सार नहीं की गई। इसलिए वह धारा 25-जी प्रधिनियम का लाभ पाने का अधिकारी नहीं है। दूसरे इस न्यायालय में जो अधिसूचना भेजी गई है वह प्रारा 25-एच प्रधिनियम के बारे में है न कि 25-जी के संबंध में, इसलिए भी प्रार्थी 25-जी प्रधिनियम को कोई लाभ पाने का अधिकारी नहीं। अतः प्रार्थी को जो सेवा से हटाया गया है और पुनः सेवा में धारा 25-एच प्रधिनियम के अन्तर्गत नहीं बुलाया गया, वह उचित एवं वैध है और प्रार्थी कोई लाभ पाने का अधिकारी नहीं। तीनरे प्रार्थी ने कुल 77 दिन काम किया है और 240 दिन काम नहीं किया अरा: उसकी सेवा मुक्ति उचित व वैध है। चौथे प्रार्थी की सेवा मुक्ति नहीं की गई इसलिए यह वह प्रधिनियम के किसी भी प्रावधान का लाभ उठाने का अधिकारी नहीं है इसलिए भी भी उसकी सेवा से हटाया जाना उचित व वैध है।

10. उपरोक्त विवेदन के आधार पर प्रकरण में निम्नलिखित अवार्ड पारित किया जाता है :

“यूनियन बूक ऑफ इंडिया के प्रबंधरांत्र द्वारा प्रार्थी श्री रामेश्वर प्रसाद माली की सेवा मुक्त किया जाना उचित एवं वैध है। प्रार्थी की धारा 25-एच प्रधिनियम के तहत नये व्यक्तियों को नियोजन में रखने समय कन्सिडर नहीं किया जाना भी उचित एवं वैध है। अतः प्रार्थी कोई दावदारी पाने का अधिकारी नहीं है।”

11. अवार्ड आज दिनांक 21-7-97 को लिखाया जाकर मुनाया गया जो केंद्र सरकार को प्रकाशनार्थ नियमाला भेजा जाये।

एस० के० बंसल, न्यायाधीश

नई दिल्ली, 19 सितम्बर, 1997

वा.ओ. 2692--श्रीबोगित विवाद प्रधिनियम, 1947 (1947 वा 14) द्वी प्रारा 17 के अनुसरपर में, वेन्नीय संवार ओरियंटल बौक ऑफ वामसंघे प्रबंधरांत्र वे संवृत्त नियोजनों बीच उनके कर्मनारों के लिए, अनुबंध में नियमित श्रीबोगित विवाद में जोड़ोगिक प्रधिवरण, जयपुर के पंचपट वो प्रवासित करती है, जो केन्द्रीय संवार वो 17-9-97 दो प्राप्त हुया था।

[संखा १३-12012/764/१७-प्राई.आर. (बी.-II)]
पौ. जे. माईवाल, छेष्क प्रधिवरण

New Delhi, the 19th September, 1997

S.O. 2692.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the indus-

trial dispute between the employers in relation to the management of Oriental Bank of Commerce and their workman, which was received by the Central Government on the 17-9-1997.

[No. L-12012/764/97]IR (B-II)]

P. J. MICHAEL, Desk Officer

अनुबंध

वेन्नीय बौक ऑफ वामसंघे, जयपुर

वेस नं. ई.आई. ई. 43/६८

रैपरेस : वेन्नीय सरकार, श्रम मंत्रालय, नई दिल्ली आदेश क्रमांक

एल 12012/764/१७-प्राई. २ (१)) वि. 12-7-१९९८

राजेश यादव जरिये द्वी सुरेश बध्यप, राजस्थान

द्रुंज इनियन वेन्नीय, ३, हथपोइ, श्रजसंर रोड, जयपुर।

--प्रार्थी

बनाम

ओरियंटल बौक ऑफ वामसंघे, रीजनल मैनेजर, रीजनल श्राफिस, रैकण्ड परोर, एस.सी. बोड, जयपुर--प्रार्थी

उपस्थित

पीठासीन प्रधिवारी : श्री प.स. के. बंसल, श्रार, ए.ज. जे.एस.

प्रार्थी वी ओर से : कोई हाविर नहीं

प्रार्थी वी ओर से : श्री उगत श्रोडा एवं
श्री थी.ए.स. रत्न

जयपुर, 19 जुलाई, 1997

अवार्ड

१८ प्रवरण में निम्नलिखित अधिसूचना भारत सरकार के श्रम मंत्रालय द्वारा नियंत्र के लिए प्रयुक्ती गई है

“Whether the action of the management of Oriental Bank of Commerce in terminating the services of workmen listed in the Annexure and not considering for further employment while recruiting fresh hands under Section 25-H of the I. D. Act, is justified ? If not, to what relief are concerned workmen entitled ?”

2. इस प्रकरण में अधिसूचना वापी व्यवितरणों के लिए प्राप्त हुई है परन्तु प्रार्थी वी प्राप्तना पर उसकी वापी वाही अलग बर वी गई है इसलिये यह प्रवरण अलग से सुना जावर नियंत्र किया जा रहा है, इस वा संबंधित प्रकरण ई.आई. ई. 42/४६ है।

3. प्रार्थी ने स्टेटमेंट आप बलैम पेश किया और उसका वर्णन है कि उसकी नियुक्ति बलैम के स्थाई पद पर 11-12-85 वो हुई थी, इस पद पर उसने विनांक 16-12-85 तक कार्य किया उसके बाद उसे इन: ईसी पद पर 7-१-८६ वो नियुक्ति किया गया और उसने 5-७-८६ तक वापी किया, पूर्ण उसको 7-11-८६ वो

नियोजित किया गया वार्ड 11-12-६८ को कार्य से हटा दिया गया। प्रार्थी का वर्धन है कि उसकी नियुक्ति स्थाई पद पर हुई थी वर्तोंकि वार्य स्थाई प्रदृष्टि वा था। प्रार्थी का यह ही वर्धन है कि वैकं वी यह प्रैनिटस रही है कि 24० दिन परे बरने के पहले ही इमिक दो हटा दिया जाता है जो अनुचित शम व्यवहार वी परिभाषा में आती है। प्रार्थी का यह ही वर्धन है कि प्रार्थी इमिक वो कार्य से हटाने के बाद उनी पद पर अन्य क्रमिकों वो नियोजित किया गया है इसलिए धारा 25-एच और्योगिक विवाद अधिनियम, 1947 (जो बाद में अधिनियम वहलायेगा) वी उल्लंघना वी गई है इसलिए प्रार्थी वी सेवा समाप्ति वो अनुचित व अवैध घोषित किया जाये और अमिर वो १० वेतन सहित सेवा में लिया जाये।

4. विपक्षी ने जबाब पेश किया और उनका वर्धन है कि प्रार्थी ने 71 दिन अवैध किया था और 240 दिन कार्य नहीं किया। उनका यह ही वर्धन है कि धारा 25-एच अधिनियम वी उल्लंघना नहीं वी गई कर्तोंकि प्रार्थी वी नियुक्ति विशिष्ट समय के लिये वी गई ही जिसके समाप्त होते ही उसकी सेवा स्वतः ही समाप्त हो गई। इसलिए बलेम खारिज किया जाए।

5. प्रार्थी ने जबायुल जबाब पेश किया और प्रार्थन पक्ष स्वीकार किये जाने वी प्रार्थना वी।

6. प्रार्थी ने अपना बलेम सामिल करने के लिये अपना शपथ पत्र पेश किया है जिसके बाब्हन में विपक्षी वी और से सर्वक्षी श्याम लाल विजय व हरिशचन्द्र कच्छारा के शपथ पत्र पेश किये गये हैं। प्रार्थी वी और से दिनांक 17-7-८७ वो वह आज अवैध 19-7-९७ वो बोई उपरिक्त नहीं हुआ इसलिए विपक्षी के प्रतिनिधि की बहस सुनी गई। प्रावक्षी वा अवक्षेपन किया गया।

7. विपक्षी के विद्वान प्रतिनिधि श्री बी. एस. रत्न का तर्क है कि प्रार्थी की सेवायें अस्थाई तौर पर थी और अन्य कर्मचारियों के अवकाश पर जाने के कारण कुछ विशिष्ट समय के लिए उसकी नियुक्ति की गई थी और उस अवधि के समाप्त होते ही प्रार्थी की सेवायें स्वतः ही समाप्त हो गई अतः प्रार्थी का प्रकरण धारा 2(ओओ) (बी बी) अधिनियम के अन्तर्गत आता है और धारा 25-एच अधिनियम की कोई उल्लंघना नहीं कर्तोंकि उसकी सेवा से हटाया जाना सेवा मुक्ति की परिभाषा में नहीं आता। अतः धारा 25-एच अधिनियम की कोई उल्लंघना विपक्षी द्वारा किया जाना साबित नहीं होता और प्रार्थी की धारा 25-एच अधिनियम के अन्तर्गत दुबारा सेवा में नहीं बुलाया जाना उचित व बैध है। इन परिस्थितियों में प्रार्थी का यह शपथ पत्र कि उसके पश्चात् वैकं द्वारा अन्य व्यक्तियों को रखा जाकर धारा 25-एच अधिनियम की अवहेलना वी गई, में कोई सार प्रतीत नहीं होता और यह शपथ पत्र विपक्षी की साक्ष्य के मुकाबले में नहीं माना जा सकता। अतः प्रार्थी कोई लाभ पाने का अधिकारी नहीं है।

भी बता दिया था कि उन्हें कितने दिन कार्य करना है।"

9. श्री श्याम लाल विजय का शपथ पत्र है कि प्रार्थी ने 71 दिवस कार्य किया था। अतः श्री कच्छारा व श्री विजय के शपथ पत्रों से यह साबित होता है कि प्रार्थी को विपक्षी वैकं में अस्थाई सेवा में रखा गया था और उसे सर्वक्षी अशोक गोड, वाई.डी. भाटिया, वी.के. हरित, एस. सी. ठाकुर, वाई.डी. भाटिया व श्रो.पी. गुप्ता के अवकाश पर जाने के कारण अस्थाई तौर पर वैकं में रखा गया था। इस प्रकार यह साबित होता है कि प्रार्थी को वैकं कर्मचारियों के अवकाश पर जाने के कारण उनके पावज में उस अवधि के लिये ही रखा गया था। इस प्रकार प्रार्थी को एक नियन्त्रित अवधि के लिए या विशिष्ट समय के लिए ही वैकं में रखा गया था और वह समय समाप्त होने ही उसकी सेवायें स्वतः ही समाप्त हो गई, इस प्रकार उसका प्रकरण धारा 2(ओओ) (बी बी) अधिनियम की परिभाषा में आता है। जब प्रार्थी का प्रकरण 2(ओओ) (बी बी) की परिभाषा में आता है तो प्रार्थी धारा 25-एच अधिनियम का कोई लाभ पाने का अधिकारी नहीं कर्तोंकि उसकी सेवा से हटाया जाना सेवा मुक्ति की परिभाषा में नहीं आता। अतः धारा 25-एच अधिनियम की कोई उल्लंघना विपक्षी द्वारा किया जाना साबित नहीं होता और प्रार्थी की धारा 25-एच अधिनियम के अन्तर्गत दुबारा सेवा में नहीं बुलाया जाना उचित व बैध है। इन परिस्थितियों में प्रार्थी का यह शपथ पत्र कि उसके पश्चात् वैकं द्वारा अन्य व्यक्तियों को रखा जाकर धारा 25-एच अधिनियम की अवहेलना वी गई, में कोई सार प्रतीत नहीं होता और यह शपथ पत्र विपक्षी की साक्ष्य के मुकाबले में नहीं माना जा सकता। अतः प्रार्थी कोई लाभ पाने का अधिकारी नहीं है।

10. उपरोक्त विवेचन के आधार पर प्रकरण में निम्नलिखित अवार्ड पारित किया जाता है:

"ओरियांटल वैकं ऑफ कॉमर्स के प्रबंधतंत्र द्वारा प्रार्थी श्री राजेण यादव की धारा 25-एच अधिनियम के अन्तर्गत पुनः सेवा के लिये नहीं बुलाया जाना उचित व बैध है। प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है।"

11. अवार्ड आज दिनांक 19-7-९७ को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केन्द्रीय सरकार को प्रकाशनार्थ नियमानुसार भेजा जाए।

एस.के. बंसल, न्यायाधीश

नई दिल्ली, 19 सितम्बर, 1997

का.आ. 2693.—ओरियांटल विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल वैकं के प्रबंधतंत्र के संबद्ध नियोजकों

2. मैंने श्री यादव को सूचित कर दिया था कि उन्हें अस्थाई रूप में रखा जा रहा है और लीव-प्ररेजमेंट पर रखा जा रहा है। उन्हें यह

और उनके कर्मकारों के बीच, प्रत्युषध में निर्विष्ट श्रौद्धोगिक विवाद में श्रौद्धोगिक अधिकरण, जयपुर के पंचपट को को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-9-97 को प्राप्त हुआ था।

[संख्या एल-12012/107/89-प्राई आर (बी-II)]

पी.जे. माइकल, ईस्क अधिकारी

New Delhi, the 19th September, 1997

S. O. 2693.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on the 17-9-1997.

[No. L-12012/107/89-IR(B-II)]

P. J. MICHAEL, Desk Officer

अनुबन्ध

केन्द्रीय श्रौद्धोगिक न्यायाधिकरण, जयपुर

केस नं. सी.प्राई.टी. 89/89

रेफरेन्स केन्द्र सरकार, थम मंत्रालय, नई विल्ही का आवेदन
श्रमांक एल. 12012/107/89/89 दिनांक 19-8-89

राजेन्द्र त्रुमार शर्मा मार्फत

महासचिव, राजस्वान प्रदेश

बैंक एन्स्लाइन फैडरेशन, जयपुर

--प्रार्थी

बनाम

रीजनल बैंकेजर, पंजाब नेशनल बैंक, जोपीनाथ मार्ग,
जयपुर।

--अप्रार्थी

उपस्थित

पीटासीन अधिकारी: श्री एस. के. बंसल शार. ए.च. वे. एस.	
प्रार्थी वी ओर से	श्री एस. शी. खासपुरिया
अप्रार्थी वी ओर से :	श्री एस. पी. गुप्ता
दिनांक अवार्ड	10-7-97

अवार्ड

इस प्रकरण में निम्नलिखित अधिसूचना भारत सरकार के थम मंत्रालय द्वारा निम्न विवादित बिन्दु का निपंथ करने के लिए प्रंवित वी गई है:

"Whether the action of the Management of Punjab National Bank (H.C.B. Ltd.) in terminating the services of Shri R. K. Sharma is justified ? If not, to what relief is the workman entitled ?"

2. प्रार्थी यूनियन ने स्टेटमेंट आप क्लेम पेश किया और उनका कथन है कि श्री राजेन्द्र त्रुमार शर्मा वो पूरी चयन प्रतिया अपनाते हुए शोध्यता के आधार पर तत्कालीन हिन्दुस्तान कार्मिणियल बैंक लि. द्वारा अपने पत्र सं. आर.टी./84/8/28 दिनांक 28-8-84 के जरिए अपनी बौलपुर शाखा में पीओन-कम-बाटरमें न के स्थानी पद हेतु सम्मिलित किया गया था और यह एनल 1-8-86 तक बंध था। जो अनेकसचर-1 है। प्रार्थी यूनियन का यह भी कथन है कि श्री शर्मा वो 22-10-84 वो बैंक ने सबोडिनेट बैंकर (पीओन-कम - बाटनर्में) के स्थाई पद पर जानबूझवार अस्थाई नियुक्त थी। प्रार्थी यूनियन का यह भी बधन है कि श्री शर्मा ने बैंक द्वारा अवैधानिक तरीके से बद्धस्ति किये जाने तक निष्ठा व ईमानवादी से बिना वोई शिकायत का मौजा दिये 22-10-84 से 5-4-86 तक अनेकसचर-2 बैंक के प्रमाणपत्र के अनुसार 231 दिन कार्य किया परन्तु कार्य दिवसों के बीच पूरे बाले रविवारों व अन्य छुट्टियों वो कार्य दिवस संबंधी प्रमाणपत्र बंते समय सम्मिलित नहीं दिया गया अन्यथा श्री शर्मा के बैंक कार्य दिवस 240 दिन पूरे हो जाते हैं। यूनियन का यह भी कथन है कि श्री शर्मा वो जानबूझकर मरीने में कई बार बैंक तो बुला दिया जाता था परन्तु रजिस्टर में हस्ताक्षर नहीं करने दिये जाते थे और केन्द्रीय कार्यालय ने ऐसे बातचीत निर्देश भी अपनी समस्त शाखाओं वो दे रखे थे कि स्टाप. वो 240 दिन पूरे नहीं करने दिये जाये अपने रोजगार को स्थाई करने के लालच में श्री शर्मा ने प्रबन्धन घर्ग वी ऐस अनुचित थम व्यवहार वी नीति के द्विषय विरोध भी नहीं किया। इसलिए प्रार्थी पुनः सेवा में लिये जाने का अधिकारी है। प्रार्थी यूनियन का यह भी कथन है कि बिना किसी पूर्व सूचना व नोटिस के ईक शाखा बौलपुर ने श्री शर्मा वो 5-4-86 के बाद कार्य पर लेने से मना कर दिया, यह कार्य-वादी बैंकिंग उच्चेत का विभिन्न अवार्ड स थम कानूनों के विरुद्ध थी, इसलिए प्रार्थी पुनः सेवा में संबंध लिये जाने का अधिकारी है। प्रार्थी यूनियन का यह भी कथन है कि हिन्दुस्तान कमशियल बैंक लि. 28-12-86 वो भारत सरकार के एक नोटिफिकेशन के बाद जब पंजाब नेशनल बैंक में विलय हुआ उसके बाद भी बैंक शाखाओं में वृद्धि हुई लेकिन श्री शर्मा वो वोई अवसर नहीं दिया गया जो कि धारा 25-एच श्रौद्धोगिक विवाद अधिनियम, 1947 (जो बाद में अधिनियम कहलायेगा) के अंतर्गत अवसर दिया जाना चाहिए था, इसलिए भी सेवा मुक्ति अवैध है। प्रार्थी यूनियन का यह भी कथन

है कि श्री शर्मा का पैनल में नाम दूषित हुए उसे सेवा में नहीं लिया और अविष्य में अन्य नियुक्तियाँ स्टोरेजिंग केंद्र में करते हुए उसे मौका न बना शास्त्री अवाइं व अधिनियम के धारा जीव एच का खुल्लगबुल्ला उल्लंघन है। यह भी कथन है कि प्रार्थी वी सेवा मुक्ति के पश्चात बैंक ने अपनी नई शाखाएँ भी खोली हैं तथा उनमें सब स्टाप वो भी खर्तों किया गया है लेकिन प्रार्थी वो पुनः सेवा में आने का मौका नहीं दिया इसलिए धारा 25-एफ अधिनियम का उल्लंघन किया गया है। यह भी प्राविन्दा वी कि प्रार्थी अब भी बोरोजगार है इसलिए उसे पुनः सेवा में लिया जाये।

3. विषयी ने जवाब पेश किया और उनका कथन है कि यह विवाद दोनों दोनों को एक साथ मिलाने के तहत जो स्वीम वित्त मंत्रालय द्वारा 18-12-86 को जारी नी गई, उसके आधार पर खारिज किये जाने योग्य है। विषयी का यह भी कथन है कि प्रार्थी ने 22-10-84 से 5-4-86 तक कुल 231 दिन कार्य किया है जिसमें रविवार व अन्य अवकाश शामिल हैं और उन्होंने धारा 25-जी व एच अधिनियम या किसी अवाइं का उल्लंघन नहीं किया इसलिए वहें खारिज किया जाए।

4. प्रार्थी राजेन्द्र कुमार शर्मा ने अपना क्लेम सावित करने के लिए स्वयं का कथन करवाया है जिसके बृहण में विषयी वी और से श्री श्याम सुन्दर शर्मा के बयान करवाये गये हैं। प्रार्थी ने डब्ल्यू-1 व डब्ल्यू-2 दस्तावेज पेश किये हैं। वहस मृती गई, पवाली का अवसरन किया गया।

5. प्रार्थी के विद्वान प्रतिनिधि श्री एस.डी. खाल्हुरिया का तर्क है कि इस प्रकरण में प्रार्थी ने 22.10.84 से 5.4.86 तक 231 दिन प्रदर्श डब्ल्यू-2 बैंक के प्रमाणपत्र के अनुसार बैंक में कार्य किया है परतु बैंक ने उसमें रविवार व अन्य अवकाश शामिल नहीं किये हैं और प्रदर्श डब्ल्यू-1 पैनल बनाने का आदेश है। इस प्रकार रविवार व अन्य अवकाशों को इन दिनों में यदि शामिल किया जाता है तो वह 240 दिन से अधिक हो जाते हैं इसलिए प्रार्थी की सेवा मुक्ति धारा 25-एफ अधिनियम के अंतर्गत बिना कोई नोटिस, नोटिस पे व छंटनी का नुआवजा दिये समाप्त कर दी है जो अवैध है और प्रार्थी पुनः सेवा में लिये जाने का अधिकारी है।

5. विषयी के विद्वान प्रतिनिधि श्री एस.पी. गुप्ता का जवाब में कहना है कि प्रार्थी ने 22-10-84 से 5-4-86 तक कुल 231 दिन कार्य किया जिसमें रविवार व अन्य अवकाश शामिल हैं और इस

प्रकार प्रार्थी ने एक वर्ष में 240 दिन कार्य नहीं किया अतः प्रार्थी का प्रदर्श धारा 25-एफ अधिनियम में नहीं आता और इस आधार पर प्रार्थी पुनः सेवा में आने का अधिकारी नहीं है।

6. मेरे विचार में प्रार्थी के विद्वान प्रतिनिधि के तर्कों में कोई सार प्रतीत नहीं होता है। प्रार्थी राजेन्द्र कुमार शर्मा के शपथ पत्र व प्रदर्श डब्ल्यू-1 व डब्ल्यू-2 दस्तावेज से सावित होता है कि प्रार्थी ने विषयी के यहाँ 22-10-84 से 5-4-86 तक 231 दिन का कार्य किया। श्री श्याम सुन्दर शर्मा का शपथ पत्र के पैरा 4 में कथन है कि:

4. बैंक रिकार्ड के अनुसार श्री राजेन्द्र कुमार शर्मा ने 22-10-84 से 5-4-86 तक कुल 231 दिन अस्थाई रूप से कार्य किया तथा इन 231 दिनों में पहले आले अवकाश/रविवार शामिल है। श्री श्याम सुन्दर शर्मा का प्रति परीक्षण किया गया है परन्तु ऐसा कोई तथ्य प्रति परीक्षण में नहीं आया जिससे यह आधार हो कि 231 दिनों में रविवार व प्रन्य अवकाश शामिल नहीं विये गये। इसलिए राजेन्द्र कुमार के शपथ पत्र कि इन 231 दिनांक में रविवार व अन्य अवकाश शामिल नहीं विये गये, और उसे कुछ दिन बैंक में बुलाया गया पर हस्ताक्षर करने नहीं दिये गये मही माना जा सकता। अतः श्याम सुन्दर शर्मा के शपथ पत्र व प्रदर्श डब्ल्यू-2 से यह सावित होता है कि प्रार्थी राजेन्द्र कुमार शर्मा ने विषयी बैंक में 22-10-84 से 5-4-86 तक कार्य किया जिसमें रविवार व अन्य अवकाशों को शामिल करते हुए उसने 231 दिन कार्य किया। दूसरे पार प्रार्थी का अक्टूबर 1984 से ग्राह एक वर्ष गिरा जाये तो भी प्रार्थी द्वारा प्रदर्श डब्ल्यू-2 के अनुसार 200 दिन ही काम किया गया इस प्रकार अप्रैल 1986 से भी पीछे की तरफ एक वर्ष गिरा जाये तो भी प्रार्थी के उस वर्ष में 200 दिन से कम कार्य दिवस होते हैं। इस प्रार्थी द्वारा किसी भी फैलैटर इंजेनियर में 200 दिन अप्रैल कार्य नहीं किया गया इस प्रकार जब प्रार्थी ने कभी भी 240 दिन कार्य नहीं किया तो प्रार्थी धारा 25-एफ अधिनियम के अंतर्गत नोटिस, नोटिस पे व छंटनी का मुआवजा पाने का अधिकारी नहीं था और इस प्रकार कोई दावरसी प्रार्थी प्राप्त करने का अधिकारी नहीं है।

7. प्रार्थी के विद्वान प्रतिनिधि की खासपुरिया का तर्क है कि इस प्रकरण में अनैकसचर-1 के अनुसार अशोक कटारा जिसने 205 दिन काम किया था और प्रार्थी ने 231 दिन कार्य किया है, अशोक कटारा को बैंक ने सेवा में ले लिया जबकि कार्य दिवसों के

आधार पर राजेन्द्र कुपार शर्मा ने से श्री कटारा कनिष्ठ थे, इसलिए धारा 25-जी व 25-एच अधिनियम की उल्लंघन में श्री प्रार्थी कटारा को दुबारा नियुक्त की गई इसलिए प्रार्थी राजेन्द्र कुपार को जो सेवा मुक्ति की गई है वह अवैध है इसलिए उसे पुनः सेवा में किया जाये।

8. मेरे विचार में प्रार्थी के विद्वान प्रतिनिधि के तर्क में कोई सार प्रतीत नहीं होगा। प्रथम तो यह कि अनेकसंचर-1 के अनुसार अशोक कटारा को 8-10-82 को नियुक्त हुई थी जबकि अमिक राजेन्द्र कुमार के शपथ पद व क्लेप के अनुसार उसकी 22-10-84 को नियुक्त हुई थी। इस प्रकार अशोक कटारा प्रार्थी से कनिष्ठ नहीं था परन्तु बरिष्ठ था इसलिए धारा 25-जी व 25-एच अधिनियम के प्रावधान सागू नहीं होते। दूसरे अशोक कटारा 8-10-82 को नियुक्त हुआ था इसलिए उसे प्रार्थी से पूर्व में सेवा दी गई है इससे धारा 25-एच अधिनियम की भी उल्लंघन सावित नहीं होती। इन परिस्थितियों में धारा 25-जी व 25-एच की उल्लंघन में प्रार्थी की सेवा समाप्त नहीं की गई इसलिए इस आधार पर प्रार्थी सेवा में पुनः नियोजन का अधिकारी नहीं है।

9. प्रार्थी के विद्वान प्रतिनिधि का तर्क है कि शास्त्री अवार्ड के पैरा 522 के सब पैरा (4) के अनुसार 14 दिन का नोटिस प्रार्थी को सेवा मुक्ति से पूर्व दिया जाना चाहिए था जो नहीं दिया गया अतः सेवा मुक्ति अवैध है इसलिए उसे पुनः सेवा में लिया जाये।

10. मेरे विचार में शास्त्री अवार्ड के पैरा 522(4) के अनुसार प्रार्थी को 14 दिन का नोटिस सेवा समाप्ति से पूर्व दिया जाना चाहिए था, इस पैरा में ऐसा कहीं नहीं है कि अगर नोटिस नहीं दिया जाता है तो सेवा समाप्ति अवैध हो जाएगा, जब सेवा समाप्ति अवैध नहीं हो जाती तो प्रार्थी की सेवा मुक्ति अवैध नहीं मानी जा सकती। दूसरे ये केवल निर्देश हैं इसलिए भी इस आधार पर सेवा समाप्ति को अवैध नहीं माना जा सकता। शास्त्री अवार्ड के पैरा 522(4) के प्रतुपार 14 दिन का नोटिस दिया जाना चाहिए था जो नहीं दिया गया इसलिए राजेन्द्र कुमार शर्मा 14 दिन का वेतन पाने का अधिकारी होगा।

11. उपरोक्त विवेचन के आधार पर प्रकरण में निम्नलिखित अवार्ड परित किया जाता है:

“पंजाब नेशनल बैंक के प्रबन्धतान्त्र द्वारा श्री राजेन्द्र कुमार शर्मा की सेवाएं समाप्त किया जाना उचित व वैय है। प्रार्थी 14 दिन का नोटिस

वेतन पाने का अधिकारी है जो बैंक उसे अंदर तीन माह प्रदा करे (अवार्ड का सारीख से) अन्यथा प्रार्थी सेवा मुक्ति की तारीख से इत राशि पर 12 प्रतिशत ब्रज वार्षिक दर से पाने का अधिकारी होगा। बैंक को वह भी निर्देश दिये जाते हैं कि प्रार्थी राजेन्द्र कुमार धारा 231 दिन कार्य करने के कारण उसके प्रकरण पर हमस्ती से विचार करे।”

12. अवार्ड की प्रति अंद्र सरकार को प्रकाशार्थ निम्नानुसार भेजी जाये। अवार्ड अज रिंग 10-7-97 को लिखा गया जाकर तुम्हें ज्ञायालय में सुनाया गया।

एम.के. बंसल, ज्ञायालयीण

नई दिल्ली, 19 सितम्बर, 1997

का.आ. 2694.—ओडीएफ इन्वाइ अधिनियम, 1947 (1947 का 14) का वारा 17 के अनुसार म, केन्द्रीय भर्तार यूनियन बैंक ऑफ इंडिया के प्रबन्धतान्त्र के बैंक इन्वाइ आर उन कर्मचारी का वात्र, अनुमति में नाइट अधिनियम इन्वाइ म औदीएफ आधारण, जयपुर के पंचमट को प्रकाशित करते हैं, जो केवल सरकार को 17-9-97 को प्राप्त हुआ था।

[नं.ए. 12011/77/3-जी IIए/अर्डी.आर.(बी-II)]

पो.जे. माईल, डेस्क अधिकारी

New Delhi, the 19th September, 1997

S.O. 2694.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 17-9-1997.

[No. L-12011/77/88-DIIA/IR (B-II)]

P. J. MICHAEL, Desk Officer

अनुमति

ओदीएफ ज्ञायालयीण, जयपुर

केत नं. सी.आई.टी/40/89

रैकरेन्स : केन्द्र सरकार, अम मंत्रालय, नई दिल्ली का

अदेश अमांक नं.ए. 12011/77/3-जी2(प)

दिनांक 10-3-89

राजस्थान बैंक एम्प्रेन्ड रूतिन, परवाना भवन, माधोबाग, जोधपुर। —प्रार्थी

वनाम

क्षेत्रीय प्रबन्धक, यूनियन बैंक आफ इंडिया, एम.डो.एम.
अस्पताल का हाल, भवानी मिह मार्ग, जगगुरु।

—प्रार्थी

उपस्थित

पीथानीत अधिकारी : श्री एम.के. धंमल, आर.एच.जे.एम.
प्रार्थी की ओर से : श्री जे.एल. शाह
अधिकारी की ओर से : श्री आर.जे. काला पांड
श्री आर.सी. पापडीवाल
दिनांक अवार्ड : 9-7-1997

अवार्ड

इस प्रकारण में निम्नलिखित अधिमुक्त भारत के थ्रम मनालय नई दिल्ली द्वारा निर्णय के लिए प्रेगिन की गई है।

"Whether the action of the management of Union Bank of India in terminating the services of S|Shri Khuman Singh Jhala and Jagdish Chandra Sharma and no considering them for further employment while recruiting fresh hands under Section 25H of the I.D. Act is justified? If not, to what relief is the workman concerned entitled?"

2. प्रार्थी यूनियन ने स्टेटमेंट आँक क्लैम पेश किया और उसका कथन है कि बैंक ने अपनी आखातों में श्री खुमानसिंह झाला व श्री जगदीश चन्द्र शर्मा को क्रमशः दिनांक 15-3-85 व 3-7-86 को नियुक्त किया और उपरोक्त दोनों कर्मचारियों को अंतिम बार बैंक ने क्रमशः 7-6-85 व 20-9-86 को सेवा समाप्त कर उनकी जगह दूसरे कर्मकारों को नियुक्त किया। इस प्रकार बैंक ने धारा 25-जी व 25-एच औद्योगिक विवाद अधिनियम 1947 (जो बाद में अधिनियम 9-हलायेगा) का उल्लंघन किया है और बैंक अनुचित थ्रम व्यवहार का दोषी है इसलिए दोनों क्रमिकों को मय बेतन पुनः सेवा में बहाल किया जाये।

3. विषयकी ने उत्तर पेश करा और उत्तर कथन है कि यूनियन को यह विवाद उठाने का अधिकार नहीं है। विषयकी बैंक का यह भी कथन है कि दिनांक 15-3-85 से पूर्णद्या अस्थाई तौर पर श्री रामलाल दफतरी व श्री रत्नलाल कैश पीयोन के दिनांक 18-3-85 से अवकाश पर आने के कारण लीब यैकेन्सी में खुमानसिंह श्रमिकों को रखा था और आदेश दिनांक 13-3-85 में भी स्पष्टतः अंकित किया गया था कि उक्त कर्मचारियों के अवकाश पर से लौटने के बाद उसकी नियुक्ति रद्द समझी जायेगी इसलिए प्रार्थी खुमानसिंह कोई बाधरसी पाने का अधिकारी नहीं है क्योंकि उसकी सेवा स्वतः ही समाप्त हो गई।

4. श्री जगदीश चन्द्र को विषयकी बैंक ने भीलबाड़ा शाखा में 10 रुपये प्रतिदिन के हिसाब में अंशकालीन

दैनिक मजदूरी पर रखा गया था जिसने कुल 74 दिन का पूर्य किया और वह बैंक के किसी कर्मचारी की परिधि में नहीं आता इसलिए सेवा में उसका कोई अधिकार नहीं बनता इसलिए क्लैम खारिज किया जाये।

5. प्रार्थी यूनियन ने जवाबदात जवाब पेश किया, और विषयकी के कथनों से इकार किया है और स्टेटमेंट आँक क्लैम स्वीकार किये जाने की प्रार्थना की है।

6. प्रार्थीगण की ओर से अपना क्लैम मांबित करने के लिए श्री खुमानसिंह व श्री जगदीशचन्द्र ने अपने शपथ पत्र पेश किये हैं जिन पर विषयकी ने प्रति परीक्षण किया व प्रदर्श डब्ल्यू—1 से डब्ल्यू—5 दस्तावेज पेश किये। इसके खण्डन में विषयकी की ओर से श्री अशोक जैन व श्री आमोद कुलश्रेष्ठ के शपथ पत्र पेश हुए हैं जिस पर प्रार्थी ने प्रति परीक्षण किया। अहस सुनी गई पत्रावनी का अवलोकन किया गया।

7. प्रार्थी के विटान प्रतिनिधि श्री जे.एल. शाह का तर्क है कि इस प्रकार में प्रार्थी खुमानसिंह की नियुक्ति 15-3-85 से 3-7-86 तक रत्नलाल व बाबूलाल के अवकाश पर जाने के कारण की गई थी परन्तु प्रदर्श एम—2 से स्पष्ट है कि उनमें से रत्नलाल व बाबूलाल क्रमशः 29-5-85 से व 28-4-85 से डब्ल्यूटी पर ये इसलिए खुमानसिंह की सेवा समाप्त धारा 25-एच अधिनियम के प्रावधानों को उल्लंघन में की गई है जो कि अवधि है इसलिए प्रार्थी पुनः सेवा में लिये जाने का अधिकारी है। उनका यह भी तर्क है कि प्रार्थी ने अपने शपथ पत्र के पैरा नं. 8 में अंकित किया है कि उसकी सेवा समाप्ति के पश्चात् मूलचंद शर्मा, बाबू भाई नाई, अशोक कुमार, नरेन्द्र कुमार, दीनदयाल प्रादि को सेवा में रखा परन्तु उसे कोई नोटिस सेवा में आने के लिए नहीं दिया इसलिए वह पुनः सेवा में लिये जाने का अधिकारी है। श्री शाह का यह भी तर्क है कि प्रदर्श डब्ल्यू—1 से डब्ल्यू—5 के अनुसार पैनल बनाया जाना था जो कि नहीं किया गया इसलिए भी प्रार्थी खुमानसिंह पुनः सेवा में लिये जाने योग्य है अतः उसे पुनः सेवा में लिया जाये।

8. मेरे विचार में प्रार्थी के विटान प्रतिनिधि के तर्कों में कोई सार प्रतीत नहीं होती। प्रदर्श डब्ल्यू—1 से डब्ल्यू—5 दस्तावेज प्रार्थी को कोई मदद नहीं करते क्योंकि ये दस्तावेज उसके सेवा में आने से पूर्व के हैं। दूसरे खुमानसिंह का प्रति परीक्षण में कथन है कि प्रदर्श एम—1 नियुक्ति पत्र उसे मिला था। श्री आमोद कुलश्रेष्ठ का शपथ पत्र के पैरा नं. 7 में कथन है कि :

7—दिनांक 18-3-85 से 5-6-85 तक विषयकी बैंक में कार्यरत सब स्टाफ श्री रत्नलाल, बाबूलाल प्रकाशचंद, रमेशचंद क्रमशः 37, 26, 39 व 29 दिन समय-समय पर अवकाश पर रहने की अवधि में खुमानसिंह को प्रदर्श एम—1 में अंकित शर्तों के आधार पर दैनिक बेतन पर कार्य पर रखा गया था।

प्रवकाश संबंधी विवरण में साथ लापा हुआ जो पर्याप्त एम—2 है।"

9. अतः आमोद कुलश्रेष्ठ के बयानों से यह साबित होता है कि रतन लाल, बाबूलाल, प्रकाशचंद व रमेशचंद के अवकाश पर रहने के कारण प्रदर्श एम—1 में वर्णित शर्तों पर खुमान सिंह को दैनिक वेतन भोगी कर्मचारी के रूप में बैंक में रखा गया था। प्रदर्श एम—1 को प्रस्तुत करना आवश्यक है जो निम्नलिखित है :

"विषयान्तर्गत सूचित किया जाता है कि इस कार्यालय में कार्यस्त दफतरी श्री बाबू लाल एवं श्री रतनलाल कैश पियोन के दिनांक 18-3-85 से अवकाश पर जाने के फलस्वरूप उपरोक्त नामित श्री राजेन्द्र कुमार वं श्री खुमान सिंह को दिनांक 18-3-85 से पूर्णतया अस्थाई तौर पर सब स्टाफ केंद्र से नियुक्ति दी जाती है। यह नियुक्ति इस शास्त्र में कार्यस्त सब स्टाफ द्वारा छुट्टी पर जाने की अवस्था ही दी जायेगी और उनके छुट्टी में वापस लौट कर आने पर स्वतः ही रद समझी जायेगी।

अतः श्री राजेन्द्र कुमार एवं खुमान सिंह को सलाह दी जाती है कि वे दिनांक 18-3-85 को श्रातः 10.00 बजे शास्त्र में उपस्थिति हों। इस पूर्णतया अस्थाई नियुक्ति हेतु उन्हें किसी भी प्रकार का यात्रा भत्ता आदि देय नहीं होगा।"

10. प्रदर्श एम—1 प्रार्थी धारा भी स्वीकृत दस्तावेज है। इस प्रकार यह नियुक्ति पत्र खुमानसिंह धारा स्वीकृत शुद्धा दस्तावेज है। इसके अनुसार भी रतन लाल व बाबू लाल के अवकाश पर जाने के प्रत्यस्वरूप खुमानसिंह को दैनिक वेतन भोगी कर्मचारी के रूप में लगाया गया था और उसमें यह भी वर्कित किया गया था कि उनके अवकाश पर से लौटने पर यह सेवा अपने आप ही रद समझी जायेगी। प्रदर्श एम—2 रतन लाल व बाबू लाल के अवकाश का रिकार्ड पेश किया गया है जिसमें रतन लाल 28-5-85 तक अवकाश पर रहा है और बाबू लाल 7-8-85 तक अवकाश पर रहा है। इस प्रकार रतन लाल व बाबू लाल में से कभी बोई कभी बोई और बंतिम बार बाबू लाल 7-6-87 तक अवकाश पर रहा है। इस प्रकार प्रदर्श एम—1 का समर्थन प्रदर्श एम—2 से भी होता है कि रतन लाल व बाबू लाल के अवकाश पर जाने के कारण खुमान सिंह को अस्थाई तौर पर बैंक में रखा गया था। जब खुमान सिंह को बैंक कर्मचारियों के अवकाश पर जाने के कारण अस्थाई तौर पर रखा गया था और उसकी सेवाएँ 7-8-85 को समाप्त कर दी गई तो बैंक की यह कार्यवाही अचित है क्योंकि 7-8-85 को दोनों बैंक कर्मचारी उपस्थित हो गये थे। इस प्रदर्श एम—1 नियुक्ति पत्र में यह भी वर्कित है कि उनके अवकाश से लौटने के बाद यह सेवा स्वतः ही रद समझी जायेगी। इस प्रकार खुमान सिंह भी एक निश्चित अवधि के लिए रतन लाल व बाबू

लाल जो अनुपस्थिति में अस्थाई तौर पर बैंक में रखा गया था और उसका पकारण धारा 2(00) (बीबी) अधिनियम वी परिभाषा में आता है। जब यह प्रकरण धारा 2(00) (बीबी) वी परिभाषा में आता है तो इसकी सेवा मुक्ति नहीं कहा जा सकता और जब सेवामुक्ति नहीं है तो शार्फी अधिनियम के प्रावधारों के अन्तर्गत बोई लाल पाने का प्रधिकारी नहीं। दूसरे प्रार्थी धारा जपथ पत्र के पैरा नं. 8 में उसकी सेवा समाप्ति के बाद जिन अन्य व्यक्तियों वो सेवा में लिया जाना वलाया है, उसका भी बोई प्रधाव नहीं है क्योंकि प्रार्थी का प्रकरण सेवा मुक्ति वी परिभाषा में यहीं आता जीर इसलिए वह अधिनियम वी किसी भी धारा में बोई भी लाल पाने का प्रधिकारी नहीं है। अतः प्रार्थी की सेवा मुक्ति उचित व वैध है और उसको धारा 25—एच अधिनियम के अन्तर्गत दुवारा सेवा में नहीं बढ़ाये जाने से किसी भी प्रावधारा वी कोई उल्लंघन नहीं होती क्योंकि प्रार्थी की सेवा समाप्ति धारा 2(00) (बीबी) अधिनियम के अन्तर्गत तोते से उचित व वैध है।

11. प्रार्थी के विवान प्रतिनिधि श्री शाह का तर्क है कि जगदीश चन्द्र को सपाई कर्मचारी के रूप में रखा गया था जिसने 3-7-86 में 20-9-86 तक भीलवाड़ा में कार्य किया था और उसके पश्चात् जगदीशचन्द्र की सेवा समाप्त कर दी गई और उसकी सेवा समाप्ति के बाद प्रहलाद मीणा व बड़ी चन्द्र मीणा वो विपक्षी बैंक ने सेवा में लिया परन्तु जगदीश चन्द्र को सेवा में आने के लिए धारा 25—एच के अन्तर्गत बोई नोटिस नहीं दिया गैरिलिए उसकी सेवा समाप्ति अवैध है और उसे पुनः सेवा में लिया जाये।

12. गेरे विवार में प्रार्थी के विवान प्रतिनिधि के तर्क में बोई सार प्रतीत नहीं होता। यह स्वीकारणदा तथ्य है कि जगदीश चन्द्र ने 3-7-86 से 20-9-86 तक 240 दिन कार्य नहीं किया गैरिलिए उसका प्रकरण धारा 25—एच अधिनियम के अन्तर्गत नहीं आता। जगदीश चन्द्र का प्रति परीक्षण में कथन है कि प्रहलाद मीणा व बड़ीचंद्र मीणा को रखा गया था तो पता नहीं। इस प्रकार उसका यह कथन कि उसके पश्चात् बड़ीचंद्र व प्रहलाद मीणा यो उसके संबंध में बैंक में भर्ती किया गया, अपने आप में विरोधाभासी होने से माने जाने थोग्य नहीं। दूसरे विपक्षी बैंक के साथी श्री अशोक जैन का योग्य पत्र के पैरा—10 में कथन है कि :

"यह कि विपक्षी बैंक वी भीलवाड़ा शास्त्र में चतुर्थ श्रेणी कर्मचारी के पद पर प्रहलाद मीणा, बड़ी नारायण मीणा या अन्य किसी व्यक्ति वो नियुक्त नहीं किया गया था।"

13. अतः इससे यह साबित होता है कि बैंक नी भीलवाड़ा शास्त्र में प्रहलाद मीणा व बड़ीचंद्र वो कभी भी नियुक्त नहीं किया गया। इस प्रकार जब प्रार्थी वी सेवा समाप्ति के पश्चात् विपक्षी बैंक वी भीलवाड़ा शास्त्र में

अन्य किसी व्यक्ति जो नियुक्ति नहीं हो गई तो प्रार्थी जगदीश चन्द्र को धारा 25-एच अधिनियम के अन्तर्गत बुलाएं जाने का प्रश्न नहीं उठता। इस प्रकार विषयी बैंक द्वारा धारा 25-एच अधिनियम की उल्लंघन किया जाना साधित नहीं होता। अतः जगदीश चन्द्र जो प्रो. सेवा समाप्ति की गई है वह उचित व वैध है और अधिक बोई लाभ पाने का अधिकारी नहीं।

14. उपरोक्त विवेचन के आधार पर प्रकरण में निम्न-नियुक्ति अवार्ड पारित किया जाता है :

“मूलियन बीच आंप, इण्डिया के प्रबन्धतंत्र द्वारा धारा 25-एच औद्योगिक विवाद अधिनियम के अन्तर्गत नये व्यक्तियों को नियोजित करते समय अधिकारण श्री खुमार्नसिंह व जगदीशचन्द्र जो पुनः नियोजन हेतु कन्सीडर नहीं करना उचित एवं वैध है और प्रार्थिण नोई दादरसी पाने के अधिकारी नहीं है।”

15. अवार्ड आज दिनांक 9-7-97 को खुले न्यायालय में लिखाया जाकर सुनाया गया जो केवल सरकार वो प्रकाशनावां नियमानुसार भेजा जाये।

एस. के. बंसल, न्यायाधीश

नई दिल्ली, 22 सितम्बर, 1997

का.आ. 2695 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलोर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-97 को प्राप्त हुआ।

[संख्या एन-12011/15/94-आई.आर.(बी.II)]

पी.जे. माइकल, डैस्क अधिकारी

New Delhi, the 22nd September, 1997

S.O. 2695.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Vijaya Bank and their workmen, which was received by the Central Government on 22-9-1997.

[No. L-12011/15/94-IR(B-II)]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT BANGALORE

Dated this Monday the 15th day of September, 1997

PRESENT :

Sri K. Mohanachandran, B.Sc., B.L. D.L. A.L.
Presiding Officer

Central Reference No. 68/94

I Party

The General Secretary
Vijaya Bank
Vijaya Bank Employees
Association, 67, KH Road

II Party

M/s. Vijaya Bank
Trinity Circle
Bangalore-1.
Bangalore-27.

AWARD

In this reference made by Honourable Central Government under its order No. L-12011/15/94-IR (B.II) dated 24-8-94 the point for adjudication has been framed as follows :—

“Whether the demand of the Vijaya Bank Emp. Assn. Bangalore on the management of Vijaya Bank, Bangalore for filling up the vacancies of promotion posts on the basis of the settlement dated 17-6-1982 and codified circular dated 18-6-93 is justified? If so, what relief are the workmen concerned entitled to ?”

(2) As per the reference sent by Honourable Central Government the 1st party is General Secretary, Vijaya Bank Employees Association, 67, KH Road, Bangalore-27. After registering the said reference as Central Reference No. 68/94 notice were sent to both the parties as usual for the hearing dated 12-9-1994. But no party appeared on that day. Therefore, the case was adjourned to 18-10-1994 and on that day Sri B. C. Prabhakar, Advocate offers vakalat for the 2nd party. But after a very long time (i.e.) on 18-6-1996 Sri PS. Rajagopal, Advocate filed vakalat for the 1st party along with memo stating in view of the settlement reached between both the parties the 1st party not pressed the reference, and it may be disposed of. The said memo was recorded accordingly and the case was posted for award.

AWARD

(3) Hence, the Central Reference No. 68/94 is rejected in terms of memo filed by the 1st party dated 18-6-1996. The said memo will be part and parcel of this award. Submit to Government.

(4) Dictated to PA, transcribed by him, corrected by me and signed on this Monday the 15th day of September, 1997).

K. MOHANACHANDRAN, Presiding Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT BANGALORE

C. R. No. 65/1994

BETWEEN

Vijaya Bank Employees Association.

I party

AND

The Management of Vijaya Bank

II party

MEMO

First party submits that it does not wish to pursue the reference in view of statement reached between the Notice Reference may be dispose off as not proper.

Bangalore.

18-6-1996.

Sd/ Illegible

Advocate for 1st Party

नईदिल्ली, 22 सितम्बर, 1997

का.आ. 2696.— आंतर्यागिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मगारों के बीच, अनुबन्ध में निर्दिष्ट आंतर्यागिक विवाद में केन्द्रीय सरकार आंतर्यागिक अधिकरण, बैंगलोर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-97 को प्राप्त हुआ।

[संख्या एन-12011/15/94-आई.आर.(बी II)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd September, 1997

S.O. 2696.—In pursuance of Section 17 of the Industrial Disputes Act (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 22-9-1997.

[No. L-12011/15/94-IR(B-II)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR
COURT BANGALORE

Dated this Monday the 15th day of September, 1997

PRESENT :

Sri. K. Mohanachandran, B.Sc., B.L. D.L. A.L.
Presiding Officer.

Central Reference No. 70/94

I Party

The General Secretary Vs. M/s. Vijaya Bank
Vijaya Bank Employees
Association 67, KH Road
Shantinagar, Bangalore-27

II Party

Trinity Circle
Bangalore-1

AWARD

In this reference made by Honourable Central Government under its order No. L-12011/15/94-IR (B-II) dated 24-8-1994 the point for adjudication has been framed as follows :—

“Whether the demand of the Vijaya Bank Emp. Assn. Bangalore on the management of

Vijaya Bank, Bangalore for filling up the vacancies of promotion posts on the basis of the settlement dated 17-6-1982 and confied circular dated 18-6-1993 is justified? If so, what relief are the workmen concerned entitled to ?”

(2) After the reference was received from the Honourable Central Government, it was registered as C.R. No. 70/94. As per the reference the 1st party is the General Secretary, Vijaya Bank Employees Association, 67, KH Road, Shantinagar, Bangalore. After registering the reference notice were issued to both the parties as usual for the hearing date 12-9-94. But none of the parties appeared before this Tribunal. The 1st party was given ample chances till 7-6-1996. Even then neither the 1st party appeared before this Tribunal nor cared enough to file his claim statement inspite of repeated opportunities given to him.

(3) In such circumstances I am of the opinion that this Tribunal cannot pass award without any material therefore the case was posted for passing of award. Even till this day the 1st party not submitted any claim statement as per the Industrial Dispute Act.

AWARD

(4) Hence, as discussed above, the Central Reference No. 70/94 is rejected. Submit to Government.

(5) (Dictated to PA, transcribed by him, corrected by me and signed on this Monday the 15th day of September, 1997).

K. MOHANACHANDRAN, Presiding Officer

नईदिल्ली, 22 सितम्बर, 1997

का.आ. 2697.— आंतर्यागिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मगारों के बीच, अनुबन्ध में निर्दिष्ट आंतर्यागिक विवाद में केन्द्रीय सरकार आंतर्यागिक अधिकरण, बैंगलोर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-97 को प्राप्त हुआ।

[संख्या एन-12011/24/94-आई.आर.(बी II)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 22nd September, 1997

S.O. 2697.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 22-9-1997.

[No. L-12011/24/94 IR(B-II)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT BANGALORE

Dated this Monday the 15th day of September, 1997

PRESENT :

Sri K. Mohanachandran, B.Sc., B.L., D.L., A.L.
Presiding Officer.

Central Reference No. 69/94

I party	II party
The General Secretary, Vijaya Bank Employees Association, 67, KH Road Bangalore-27.	M/s. Vijaya Bank Trinity Circle, Bangalore-1.

AWARD

In this reference made by Honourable Central Government under its order No. L-12011/24/94-IR (B.II) dated 24-8-94 the point for adjudication has been framed as follows :—

"Whether the action of the management of Vijaya Bank, Bangalore in not considering the four wait-listed workmen for promotion to clerical cadre is justified ? If not, what relief are the concerned workmen entitled to ?"

(2) As per the reference sent by the Honourable Central Government the 1st party is General Secretary, Vijaya Bank Employees Association 67, KH Road, Bangalore-27. After registering the said reference as C.R. No. 69/94, notice were issued to both the parties as usual on 29-8-1994 for the hearing dated 12-9-1994. Sri B.C. Prabhakar, Advocate filed vakalat for the 2nd party on 18-10-1994. The 1st party did not appear before this Tribunal in spite of repeated opportunities given till 7-6-1996. The learned counsel for the 2nd party strongly argued that in spite of repeated opportunities given by this Tribunal to the 1st party, the 1st party was not cared to appear nor filed any claim statement. He further argued that without any claim statement from the 1st party, the 2nd party was unable to place their counter written statement regarding the case under reference.

(3) I find some force in the above said argument of learned counsel for the 2nd party. In such circumstances I am of the opinion that this Tribunal cannot pass any award of merits without proper and sufficient materials. Therefore, the case was posted for passing of award. Even till this date no claim statement was filed by the 1st party as per the Industrial Dispute Act.

AWARD

(4) Hence, as discussed above, the Central Reference No. 69/94 is rejected. Submit to Government.

(5) Dictated to PA, transcribed by him, corrected by me and signed on this Monday, the 15th day of September, 1997.

K. MOHANACHANDRAN, Presiding Officer

तई विल्सनी, 22 सितम्बर, 1997

का.आ. 2698.— श्रीदीगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबन्धसंघ के सबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट श्रीदीगिक विवाद में केन्द्रीय सरकार श्रीदीगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-97 को प्राप्त हुआ था।

[मंदपापल-12012/231/91-आई.आर.(बी-II)]

पी.जे.माइकल, डैस्क अधिकारी

New Delhi, the 22nd September, 1997

S.O. 2698.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 22-9-1997.

[No. L-12012/231/91-IR (B-II)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 10 of 1992

In the matter of dispute :

BETWEEN

General Secretary, Union Bank Employees Union,
621/N-33 Murari Nagar, Faizabad Road,
Lucknow.

AND

Assistant General Manager
Union Bank of India, Hotel Clarks Awadh
Mahatma Gandhi Marg, Lucknow.

APPEARANCE :

S. N. Mehra and M. L. Agrawal—for the Management
and S. D. Mishra and U. C. Shukla—for the Union.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/231/I.R. (B-II) dated nil has referred the following dispute for adjudication to this Tribunal—

Whether the action of the Dy. General Manager, Union Bank of India, Lucknow, in refusing the claim of Sri Rafiullah, parttime sweeper, for his regularisation within the terms of circular No. 2188 dated 20-8-80 is justified and legal ? If not to what relief is the workman entitled to ?

2. The opposite party Union Bank of India has issued staff circular No. 2188 dated 20-8-80 formulating a criteria for conversion of water boys sweepers part time of full time as full time peons. That criterian is as under—

The management has approved a Scheme to provide an opportunity to the existing water boys/water boys-cum-peons, Sweepers/Sweeper-cum-Hamals (whether

parttime or full time) for conversion as full time peons/peon-cum-hamals, subject to the following :

Eligibility :

Minimum service of 3 years for those who have passed VII Standard.

Minimum service of 7 years for those who have studied upto VII Standard.

Minimum 10 years of service for those who have no academic qualifications.

(For the purpose of computation of service, the period spent as a part-time employee will also be taken into consideration)

3. The case of the concerned workman is that he was engaged as a part-time sweeper w.e.f. 21-1-74 in a permanent vacancy at Ghosi branch of the opposite party Union Bank of India. With effect from 1-8-79, his pay scale was raised to half of the pay and he was made a permanent part-time worker. In the year 1985 some vacancies of conversion of post in terms of above mentioned circular came into existence. The applicant also applied but he was not called on the ground that he had not completed the number of requisite years of service. In doing so the management had calculated the length of service w.e.f. 1-8-79. Whereas it ought to have been calculated w.e.f. 21-1-74. If his length of service is calculated from 21-1-74 he would come into the eligibility zone. Consequently he was entitled for being called in interview and selection.

4. The opposite party has filed reply in which it is alleged that the concerned workman was never engaged as a parttime sweeper on 21-1-74. Instead he was engaged casually for cleaning and sweeping the branch for six hours in a week and was paid remuneration likewise. Hence this period from 21-1-74 cannot be included in the length of service.

5. In the rejoinder it is once again reiterated that the concerned workman was appointed as part time sweeper w.e.f. 21-1-74.

6. Thus the only point which calls for consideration is as to whether the concerned workman was engaged as a parttime sweeper from 21-1-74. None of the parties have adduced any evidence vide statement dated 1-5-97 and have relied upon documents which have been exhibited. There is no document on behalf of the workman to show that he was engaged as a part time sweeper w.e.f. 21-1-74. The burden of proof lay upon him. Thus in the absence of any evidence, it is held that concerned workman was not engaged as a parttime sweeper w.e.f. 21-1-74. Instead he was doing work as casual worker.

7. Hence my finding is that he is not entitled for inclusion of work having done as casual worker from 21-1-74. Once this period is excluded, my award is that the concerned workman did not come into eligibility zone and consequently he was not entitled for conversion/regularisation as full time peon in terms of circular No. 2188 dated 20-8-88.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1997

का.आ. 2699.—ग्रौदोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबन्धसंतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबन्ध में निर्दिष्ट ग्रौदोगिक विवाद में केन्द्रीय सरकार ग्रौदोगिक अधिकरण, कलकत्ता, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-9-97 को प्राप्त हुआ था।

[संख्या एल-12012/262/92-ग्राइ.प्रार.(वी.II)]

पी.जे. माइकल, ईस्क अधिकारी

New Delhi, the 22nd September, 1997

S.O. 2699.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 22-9-1997.

[No. L-12012/262/92-IR (B-II)]

P. J. MICHAEL, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA**

Reference No. 18 of 1993

PARTIES :

Employers in relation to the management of Allahabad Bank

AND

Their workmen.

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCE :

On behalf of Management—Mr. P. K. Mukherjee, Advocate.

On behalf of Workmen—None.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L-12012/262/92-IR (B-II) dated 2-2-1993 the Central Government in exercise of its powers under Section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Allahabad Bank in denying posting as Teller to Sri Tapan Baran Roy in terms of Circular dated 5-7-89 is justified or not? If not, to what relief the concerned workman is entitled?"

2. Learned Advocate for the management is present but non is present on behalf of the union. Today is the last chance for the workman/union to examine their witness. Since no witness is examined on behalf of the workman/union, the management is directed to examine its witness, if any. The management, however, refused to examine any witness and prays for disposal of the matter.

3. Since the Union has not taken any step in the matter in spite of several opportunities being allowed to them, it is clear that they are no longer interested in the case.

4. In the circumstances, in the absence of any material in the record for any decision of the issue under reference, the reference is disposed of by passing a "No Dispute" Award.

This is my Award.

Dated, Calcutta,

The 10th September, 1997.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 25 सितम्बर, 1997

का.आ. 2700.—ग्रौदोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ए.एन. जैड ग्रिडलेस बैंक कानपुर के प्रबन्धसंतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्विचित ग्रौदोगिक विवाद में केन्द्रीय सरकार ग्रौदोगिक

प्राधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार द्वारा 22-9-97 को प्राप्त हुआ था।

[संख्या एल-12012/97/94-आई.आर. (वी-I)]
पी.जे. माईकल, डैस्क अधिकारी

New Delhi, the 25th September, 1997

S.O. 2700.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of ANZ Grindlays Bank, Kanpur and their workman, which was received by the Central Government on 22-9-1997.

[No. L-12012/97/94-IR (B-I)]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 121 of 1995

In the matter of dispute :

BETWEEN

Rajendra Kumar

C/o R. B. Tiwari
Indian National Bank Employees Federation
U.P. S-581 Yashoda Nagar, Kanpur.

AND

Manager ANZ Grindlays Bank
Mall Road Kanpur.

APPEARANCE :

Amrik Singh—for the management Bank and
B. P. Sexana—for the Union.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide Notification No. L-12012/97/94-IR (B-I) dated 13-10-96 has referred the following dispute for adjudication to this Tribunal—

Kya Prabandhtantra ANZ Grindlays Bank Kanpur dwara Rajendra Kumar Cycle Stand Watchman ko sewa bina niymit kiye dinok 1-6-92 se samapt karna nyayochit hai ? Yadi nahi to sabandhit Kurmkar kis anutosh ka haqdar hai ?

2. The case of the concerned workman Rajendra Kumar is that formerly his father Sunder Dass was an employee of opposite party ANZ Grindlays Bank Kanpur branch. He died in harness on 4-11-83. Thereafter, he claimed for appointment on compassionate ground as his father had died in harness. Hence he was appointed as full time cycle stand watchman on 18-9-84 at the rate of Rs. 275 per month. He was also medically examined at the behest of opposite party bank on 1-6-87 and was found fit. Still on 31-7-89 he was informed that he cannot be appointed as peon as there is no vacancy. Any how he continued to work as cycle stand watchman upto 1-6-92 when his services were abruptly brought to an end. Thus termination is bad but reasons for this termination being bad have not been given in the claim statement.

3. The case of the opposite party bank is that the concerned workman was not engaged as cycle stand watchman. Instead he was given a contract, in this regard which was from year to year. Thus there is no relationship of master and servant between the two. However, in the rejoinder it has been alleged that this termination is in breach of Section 25-F of Industrial Disputes Act, 1947.

4. The only question which falls for consideration is as to whether the concerned workman was given contract or he was an employee of the opposite party bank. Naturally Rajendra Kumar WW-1 has stated that he was engaged as cycle stand watchman, whereas Anshu Bajpai, MW-2 has denied it. In my opinion, in this case oral evidence is not of much consequence. There are Ext. M-1 Agreement dated 1-12-84, M-2 Agreement dated 1-12-85, M-6 Agreement dated 1-8-88, Ext. M-7 Agreement dated 1-10-88. I have gone through these agreements and find that the concerned workman was not engaged as watchman. Instead a THEKA was given to him to run the cycle stand. It is further confirmed from Ext. M-6 a notice issued by the workman prescribing the rates for parking cycles at this place. In this letter he has designated himself as contractor. In my opinion, from this document no room for doubt is left that the concerned workman was given contract for cycle stand and that he was not engaged as an employee.

5. Thus my finding is that there was no relationship of Master and Servant between the two. Consequently question of termination of service does not arise.

6. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 सितम्बर, 1997

का.आ. 2701 श्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोर्देन रेलवे, इलाहाबाद, के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्विघ्न श्रौद्योगिक विवाद में केन्द्रीय सरकार श्रौद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार द्वारा 22-9-97 को प्राप्त हुआ था।

[संख्या एल-41012/50/92-आई.आर. (डी.यू.) (वी-I)]

पी.जे. माईकल, डैस्क अधिकारी

New Delhi, the 25th September, 1997

S.O. 2701.—In pursuance of Section II of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway Allahabad and their workman, which was received by the Central Government on 22-9-1997.

[No. L-41012/50/92-IR (DU)/(B-I)]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT DEOKI PALACE ROAD PANDU
NAGAR, KANPUR

Industrial Dispute No. 87 of 1993
In the matter of dispute :

BETWEEN

Dina Nath Tiwari
Vice President
Uttar Railway Karmchari Union
2 Naveen Market Parade
Kanpur.

AND

Divisional Railway Manager
Northern Railway
Allahabad Division
Allahabad.

APPEARANCE

Shri Dina Nath Tiwari—for the workman.
Km. Suman Gupta—for the management.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its Notification No. L-41012/30.92 dated 30-9-93 has referred the following dispute for adjudication to this Tribunal :

Mundal Rail Prabandak Uttar Railway Allahabad Dwajra Karmkar Shri Kedar Nath S/o Kashi Gangman ko Lagatar Painter ka kam karne ke Bawjud bhi Painter pad me Niukit tha ladnusar wetan mad na dene ki karyawahi nayochit hai ? Ydi nahi to sambandhit karmkar kis anutosh ka hakdar hai ?"

2. The case of the concerned workman is that he was engaged as casual gangman in 1970 and he was made regular on 27-12-78. However work of painter was being taken from him right from very inception. When he asked for the pay and designation of painter, he assured by order dated 27-4-78 that he would be given designation and Pay of painter as and when vacancy would arise. Any how work of painter was continued to be taken from him. In the year 1990 he was rewarded as well for doing good work. Thus inspite of his demand he was not promoted. Instead juniors to him were promoted by way of illustration. It has been alleged that Tufail Ahmad gangman has been promoted on 6-2-90 but he was not. Thus on the basis of continuous work he has claimed designation and pay of painter from the very begining.

3. The opposite party has filed reply in which it was denied that work of painter was ever taken from the concerned workman. He can not be promoted as painter unless he passed the Trade Test.

4. In the first place it will be seen that if the concerned workman had been continuously worked as painter. In this regard there is evidence of Kedar Nath WW(1) which has been rebutted by Sr. Section Engineer, PWI Ajeeet Kumar MW(1). There are number of documents which lends support the case of the concerned workman. Ext. W-1 is the copy of letter dated 15-4-78 by which designation of painter has been changed. Ext. 3 is the copy of letter dated 15-1-79 by P.W.I. in which it has been alleged that the concerned workman had been doing the work of painter regularly, but he now has reluctance to perform this duty. Hence he has been warned that if he does not perform the duty of painter, disciplinary action will be taken against him. Ext. 5 & 6 are the letter by which claim for painter post has been made. Ext. 12 to Ext. 14 are chits issued by the Railway Authority in which the concerned workman has been shown as painter and he has been required to work of painting. Thus in view of this order whelming document by evidence belied the version of workman and disbelieve the version of railway. Accordingly it is held that concerned workman had been continuously doing the job of painter.

5. It is true that in normal course the concerned workman ought to have passed trade test for painter. I am of the view that in the case of concerned workman this Rule should not come in the way. After all a trade test is held to find suitability of candidate. When the concerned workman was repeatedly asking for the post and pay of Painter, if his work was not satisfactory the opposite party railway should have stopped taking work of painter from him. Thus Ext. 1 on the part of the opposite party railway indicates that the work and conduct of concerned workman to the post of painter was satisfactory and in this way he was fit for this post. In view of this the requirement of passing trade test should be dispensed with. As such in view of continuous satisfactory working of concerned workman as painter he will be entitled for designation of painter and pay of Painter. Atleast he will be entitled for this from 6-2-90 when Tufail Ahmad gangman was promoted as painter who is junior to the concerned workman.

6. Accordingly my award is that the concerned workman is entitled for the designation and pay of painter from 6-2-90

B. K. SRIVASTAVA, Presiding Officer

भारत दिल्ली, 8 अक्टूबर, 1997

का.श्र. 2702.—बौद्धिक विवाद प्रधिनियम, 1947 (1947 का 14) वी धारा 17 के अनुसरण में, केन्द्रीय सरकार रेंट वैक आप, इंडिया के प्रबन्धतन्त्र के संबद्ध नियोजनों और उनके कामकारों के बीच, अनुबंध में निश्चिट बौद्धिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण, मुम्बई के एचपट वो शकाशित करती है, जो केन्द्रीय सरकार वो 7-10-97 वो शाप्त द्वारा था।

[सं. ए.ल-12012/298/95-आई.आर.(बी-1)]

पी. जे. माईकल, इस्क अधिकारी

New Delhi, the 8th October, 1997

S.O. 2702.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 7-10-1997.

[No. L-12012/298/95-IR(B. I)]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/49 of 1996
Employers in relation to the management of State
Bank of India.

AND

Their workmen.

APPEARANCES :

For the Employer : Mr. S. K. Asthana,
Representative.

For the Workmen : Mr. H. M. Nabar,
Representative.

Mumbai, dated 28th August, 1997

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/298/95-IR(B. I) dated 29-11-96 had referred to the following Industrial Dispute for adjudication.

"Whether the action of the State Bank of India, 88/C-Leo House, Old Prabhadevi Road, P.B. No. 19168, Bombay-25 in not regularising the service from the date of eligibility in favour of Shri R. K. Murgeshan is justified or not ? If not, to what relief the workman is entitled to?"

2. The Dy. General Secretary, State Bank of India, subsidiary bank employees union filed a statement of claim for the workman R. K. Murgeshan. The State Bank of India is the employer (hereinafter called the management). It is averred that the worker on intimation given by Dhawal, the bank employee gave an application dated 27-6-90 for getting the employment for the post of peon|any other job. It is averred that he worked as a sweeper on daily wages during 1990 to July 1991 for 89 days. Thereafter he was engaged as a temporary sweeper-cum-messenger from January 1992 to December 1992 totalling 289 days. Again from 1993 to November 1993 for 279 days. It is submitted that he is in continuous service that is more than 240 days in the calendar year next preceding the termination as per the Industrial Disputes Act of 1947 (in short Act).

3. The union pleaded that there was a settlement between State Bank of India and All India State Bank of India Staff foundation on 17th November, 1987. The another settlement was arrived on 19th January, 1991 and thereafter a settlement dated 30-7-96. On the basis of these settlements different directions were issued to the branch managers. It was decided to regularise the services of temporary employees as per the criteria fixed in the settlement. It is averred that the workman fulfilled the criteria and he is entitled to regularisation in service. He gave an application on 10-2-94 for regularisation. He was called for the interview but he was not intimated the grounds for non regularisation. Thereafter the Branch manager intimated him not to attend the duties from 23rd November, 1993.

4. The union pleaded that the ground for not monitoring the name of the worker in the list of employees to be regularised is because he was of 26 years age when he was initially appointed. It is pleaded that there are instances where the bank had engaged employees who are over aged. Under such circumstances the action of the bank in not regularising the service of the workmen is illegal and unjustified. The union therefore prayed for regularisation, reinstatement, full back wages with other reliefs.

5. The management registered the claim by the written statement Exhibit-7. It is averred that the reference is vague and it do not specify the date on which the workman became eligible for regularisation and further based on presumption that from and unspecified date he became eligible. It

is submitted that he was over aged at the time of initial appointment and as such he was disqualified for entitlement of regularisation as a permanent employee. It is further pleaded that All India State Bank of India staff federation being a recognised union, the union had no locus standi to espouse the case of the worker.

6. The management pleaded that there is specific eligibility cause for regularising the service of temporary employees. As the worker was over aged at the initial stage he is not entitled to be regularised as per the terms of the settlement. It is further submitted that he was given an appointment for a specific period and therefore there is no question of retrenchment compensation as claimed by the union. It is submitted that the bank cannot unilaterally regularise or waive age limit in the case of the worker as this is so fixed in the settlement. It is denied that they have violated any of the provisions of the Bipartite settlement or the Awards.

7. The union filed a rejoinder as Ex-9 and reiterated the contention in the statement of claim and denied the statements made by the management which are contrary to their claim.

8. I have framed issues at Exhibit-II. The issues and my findings thereon are as follows :

Issues	Findings
1. Whether the action of the management in not regularising the service of the workmen from the date of the eligibility in favour of him is justified or not ?	Yes, justified.
2. If not, to what relief the workman is entitled to ?	Does not survive.

REASONS

9. The Learned Representative of the union filed written submissions at Exhibit-19 and the management at Exhibit-20. It is very clear from his submissions that he wants the workman to be reinstated in service because he was terminated on 23-11-93 without any notice or complying the provisions of the Industrial Disputes Act. Looking to the terms of the reference it can be seen that the Tribunal has to decide "Whether the action of the management not regularising the services of the workmen on the date of the eligibility is justified or not ?" In other words his termination whether it was illegal or not cannot be considered in this reference. It cannot be said that it is a subsidiary question to be decided by the Tribunal. Nor it is the case made out by the union.

10. Murgeshan (Ex-14) the workman affirmed that A. N. Dhawal the bank employee informed him that there is a job of sweeper in the bank as

the bank had acquired another accommodation. Dhawal (Ex-16) corroborates this position. Murgeshan then gave an application on 27-6-90 (Ex-4|1) for getting the employment of a peon or any other type of work which was available. In the application itself he mentioned his age to be 26 years. Then he was given appointment somewhere in 1990 and he did the job of a sweeper in daily wages till July 1991. The certificate by the Branch Manager was issued to him between 1990 to July 1991 that he worked for 289 days (Ex-4|2).

11. Murgeshan the worker affirmed that between January 1992 to December 1992 he worked for 289 days (Ex-4|3 and 4|4). He further affirmed that from 1993 that must be from January 1993 to November 1993 that is till the date of his termination he worked for 279 days (Ex-4|5). So far as the working days of Murgeshan are concerned there is no dispute. In other words they admit this position.

12. Murgeshan gave an application (Ex-15) on 24-2-92 for getting a permanent employment. I may mention it here that as the applications were given by the temporary employees in view of the different settlements which were arrived at between the management and the union. In this application he mentioned his birth date to be 13-10-1963. He also mentioned that on the initial appointment that is somewhere in July 1990 he was 27 years and one month 13 days old. In other words he was not within 26 years of age at the date of initial appointment in the bank. There were settlements between the management and the union for regularisation of temporary employees and certain conditions for employment. The settlement dated 17-11-89 is at Ex-10|1. It deals with completion of a particular days in a particular period that is his eligibility for getting regularisation. So far as Murgeshan is concerned it is not disputed by the bank that the requirements of the completion of the working days are concerned he had fulfilled the criteria.

13. Paragraph-4 of the said settlement states that a temporary employee should be within 18—26 years of age at the initial temporary appointment besides fulfilling the other prescribed eligibility criteria for appointment in the supporting cadre. Then there are other provisions. Thereafter there were settlements in the year 1992 (Ex-10|3), 1991 (Ex-10|5) and 1996 (Ex-10|7). So far as the age criteria of the initial appointment is concerned it remained the same. It is vehemently argued on behalf of the management that as he could not fulfil that criteria his services could not be regularised.

14. On the basis of those settlements different circulars were issued to the Branch Managers who are at Exhibit-10|2, 4 & 6. After perusal of these settlements and the circulars it cannot be said that the age criteria is regularisable. In fact when a particular age criteria is mentioned in the settlement unless contrary is proved it cannot be regularised. There are no provisions to it in which conditions it can be regularised. Under such circumstances the case which is made out by the management that as the workman could not fulfil the criteria of age, in other words at the time of initial appointment he could not be regularised appears to be correct. Its action is justified.

15. The Learned Representative for the union submitted that the action of the management in appointing the temporary employees is contrary to the settlement, contrary to Bipartite Settlement and Awards. He further submitted that no appointment letter was issued to Murgeshan when he was appointed. It is again contrary to the agreements and settlements. Even if this contention is accepted I am not in a position to appreciate how it helps the union. It is not in dispute that Murgeshan worked for so many days. Not only that he affirmed that the bank did continue to avail his services on daily wage basis in 1995 and in 1996. But as he refused to take daily wages on some body else's name as suggested by the bank he was not allowed to work thereafter. He is not contradicted on this point nor there is any oral evidence on behalf of the management contrary to it. I have mentioned these facts only because it appears that the management wants this worker to work with them, for the reasons best known to them. It might be that he is very helpful to them and courteous. But in view of the settlements their hands appear to be tied.

16. The Learned Representative for the union argued that as the worker had completed 240 days in a year before his termination and as the management did not comply with the provisions of retrenchment he is entitled to reinstatement. No doubt the worker is in continuous services as contemplated under section 25B of the Act and his services were terminated without following the provisions of the Industrial Disputes Act for retrenchment. But as I have stated earlier the Tribunal has to see the question of regularisation. I am not in a position to say anything in respect of his illegal termination or otherwise.

17. Looking to the action of the bank allowing the worker to be in employment even after the reference was pending I think the management should consider the case of the worker in a sympathetic manner and see how he is to be regularised in the service. But on the basis of the settlements the Tribunal cannot pass such an order. In the

result I record my findings on the issues accordingly and pass the following order :

ORDER

The action of the management in not regularising the services of the workmen from the date of the eligibility in favour of R. K. Murgeshan is justified.

S. B. PANSE, Presiding Officer

नई दिल्ली, 8 अक्टूबर, 1997

का.ग्रा. 2703—बौद्धिक विवाद अधिनियम, 1947 (1947 का 14) वीधारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आप. एंडिया के प्रबन्धतन्त्र के संबंध नियोजनों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट बौद्धिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण नं. 2, मुम्बई के पंचवट बौद्धिक प्रशासित करते हैं, जो केन्द्रीय सरकार वो 7 अक्टूबर, 1997 से प्राप्त हुआ था।

[र. ए.ल-12011/66/95-आई.आर. (बी- I)]

प्र. जे. माइकल, डैस्क अधिकारी

New Delhi, the 8th October, 1997

S.O. 2703.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on the 7th October, 1997.

[No. L-12011/66/95-IR(B.I)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.
Reference No. CGIT-2/48 of 1996

Employers in relation to the Management of
State Bank of India

AND

Their Workmen.

APPEARANCES :

For the Workmen—Mr. H. M. Nabar, Representative.

For the Workmen—Mr. H. M. Nabar,
Representative.
Mumbai, the 28th August, 1997

AWARD

The Government of India, Ministry of Labour by its order No. L-12011/66/95-IR(B-1) dated 29th November, 1995, had referred to the following Industrial Dispute for adjudication.

“Whether the action of the management of SBI in terminating the services of Shri Tukaram Patil, Shri Ramesh Patil, Shri Vishwanath Patil, Shri Mahendra Bhagat, Shri Vivek Sawant and Shri A. P. Bhomble all working as sub-staff in the different branches of the Bank w.e.f. 31st January, 1995 is legal and justified ? If not, what relief the concerned workmen are entitled to ?”

“Whether the action of the management of State Bank of India in not absorbing the services of the above workmen permanently in the bank is legal and justified ? If not, what relief the concerned workmen are entitled to ?”

2. State Bank of India Subsidiary Bank employees union filed a statement of claim at Ex.-2. It is contended that Tukaram Patil, Ramesh Patil, Mahendra Bhagat, Vivek Sawant and A. P. Bhomble the workmen mentioned in the reference were working at different branches of the State Bank of India (in short management) at different branches. They were working in the capacity as a temporary messenger. The union had given particulars of each of the workmen showing how much days they worked in a particular year. But in short their case is that all of them have worked for more than 240 days in a calendar year and have acquired a particular status. It is pleaded that they were terminated on 31st August, 1995 without assigning any reasons.

3. The union averred that when these temporary employees were reappointed they were not paid full salaries which they are entitled to. It is averred that they are also not absorbed permanently which the management should have done and as such their action is contrary to the provisions of Bi-partite settlement and Awards. The unions asserted that the management did not comply with section 25F of the Industrial Disputes Act of 1947 (in short Act). The union prayed that it may be declared that the action of the management in terminating the services of these workmen is illegal, they are entitled to reinstatement in service with full back wages and continuity. It also prayed that the workmen are entitled to full wages and other reliefs.

4. The management resisted the claim by the written statement Exhibit-6. It is averred that the claim of the union for regularisation of the business referred to in the terms of reference is wholly misconceived and is based on the misconception of

the true writ and messing of the settlement entered into by the bank with All India State Bank of India Staff Federation (in short Federation) and with the management. It is submitted that the federation being a recognised union the present union has no locus standi to raise a dispute and such a reference ought to be rejected on that ground.

5. The management asserted that it used to employ temporary employees on regular scale and casual/daily wages earners on ad-hoc basis due to the exigencies of circumstances and on account of urgent need. Since 1975 and thereafter it started discontinuing employment of such temporary casual daily wage earners. The Federation pressed for regularisation of such temporary casual employees who were engaged between 1975—1987 and a settlement was arrived at on 17th November, 1987. It is asserted that thereafter there were settlements on 13th July, 1988, 10th April, 1991 and 30th July, 1996. It is submitted that rules are made for regularisation of temporary employees and casual and daily wages earners. It is submitted that on its basis a waiting list was prepared in the names of these workmen appeared at different numbers. It is averred that as per the settlement whenever a vacancy is arrived at then only a person on the waiting list to be accommodated. As per the settlement at the end of 1994 the waiting list was to be scrapped. It is therefore, the service of these workmen were terminated. It is asserted that there is no application of section 25F of the Act and under such circumstances they are not entitled to the reliefs claimed.

6. The management averred that if the reference was filed all these workmen were reemployed as per the terms of the settlement. It is averred that the claim which is made by the union in respect of the monetary reliefs is without any basis and the workmen are not entitled to the same. It is submitted that as the workmen are reemployed the reference is to be answered in favour of the management.

7. The union filed a rejoinder at Ex-8. It reiterated the contention taken in the statement of claim and submitted that the contention of the management that no appointment letter is required to be given is without any basis. It is contrary to the provisions of Shastry Award. It is averred that for non-compliance of section 25F of the Act workers are entitled to reinstatement in service alongwith full back wages.

8. The issues are framed at Exhibit-10 . The issues and my findings thereon are as follows :

Issues	Findings
1. Whether the action of the management of State Bank of India is not absorbing the	Yes.

workmen mentioned in the reference permanently in the bank is legal and justified ?

2. Whether the action of Not legal and the bank in terminating justified. the services of these workmen mentioned in the reference who were serving in different branches of the bank as sub-staff w.e.f. 31-1-95 is legal and justified ?
3. If not, what relief the concerned workmen are entitled to ? As per order below.

REASONS

9. At the outset it must be mentioned that in the reference there is a mention of Vishwanath Patil, one of the workers, but the union had not stated of anything regarding him. The management in paragraph-13 of the written statement has stated that V. R. Patil is absorbed as a permanent part-time employee. As there is no claim on behalf of the union in respect of this worker no relief can be granted to him.

10. Tukaram Patil (Ex-16) was first appointed on 21st November, 1989. Thereafter on 21st December, 1989 and continued to be in service till 31st January, 1995 on which date his services were discontinued. Tukaram affirmed that initially that is till 24th September, 1990 he was paid full wages but from 25th September, 1990 till his termination he was paid three-fourth wages. His case is that he worked more than 29 hours a week. The management has produced extracts from the muster rolls alongwith Ex-19. On its basis and on the basis of the testimony of Tukaram it is tried to argue on behalf of the worker that he is entitled for full wages from 25th September, 1990. He affirmed that he made a representation on 14th October, 1992 and 6th October, 1993 contending that he is paid less and one Mr. More is appointed even though he is not entitled for such appointment and he has superseded in doing so. After perusal of the muster roll I am not inclined to accept that he is working for more than 29 hours a week and for the relief which he claims. But the fact remains that he is a continuous worker as contemplated under section 25B of the Act. He was again given appointment on 1st August, 1995. In other words he was unemployed from 1st February, 1995 to 31st July, 1995.

11. Ramesh Patil (Ex-14) was first appointed on 16th April, 1987 as a temporary messenger-cum-watchman. He affirmed that in that year he worked for 37 days. Thereafter he worked in the year 1988, 1989, 1990, 1991, 1992, 1993, 1994 and

January, 1995 for 47, 155, 182, 181, 289, 249; 306 and 216 days respectively. He was discontinued from 31st January, 1995. From his testimony it is very clear that he worked for more than 240 days in 12 months proceeding the date of his termination. He was in continuous service in a year as contemplated under section 25B of the Act. This position is not disputed. He affirmed that he was then appointed as a part-time messenger on 17th April, 1996. He is unemployed between 1st September, 1995 to 16th April, 1996.

10. Mahendra Bhagat happens to have his house adjacent to the branch office of the bank in his native place. On information he approached the branch manager and applied for the appointment. He was asked to work as a temporary messenger-cum-watchman on 26th June, 1986, and he continued to work in that capacity till 10th October, 1986. He worked for 68 days. He affirmed that thereafter he was appointed in the same capacity in July 1993 and was continued in service till his termination on 31st January, 1995. He worked for 425 days in that period. This is not disputed by the management. In other words he is in continuous service as contemplated under section 25B of the Act. He affirmed that again he was posted on 17th April, 1996. In other words he was unemployed between 1st February, 1995 to 16th April, 1996.

11. Vivek Vasant Sawant (Ex-15) affirmed that he was first appointed as a temporary messenger in July, 1984 and continued to work up to March, 1985 intermittently. He worked for 47 days in that period. He affirmed that thereafter he was appointed on 6th March, 1990 and continued to work till his oral termination on 25th January, 1995. He is in continuous service as contemplated under section 25B of the Act. He affirmed that thereafter he was posted on 17th April, 1996. It means he remained unemployed between 26th January, 1995 to 16th April, 1996.

12. Anant Bhambale (Ex-14) was appointed as a daily wage-cum-watchman first in 1988. He had not given dates to show how many days, he worked in that period. Thereafter he was appointed in September, 1989 and continued to work till July, 1990. He worked for 303 days. He affirmed that again in May, 1991 he was appointed and continued to work till December, 1992 without any break and his last working date is January 15, 1994. His case appears to be that he is in continuous service as contemplated under section 25B of the Act. This position is not disputed by the manager. He accepts that he was employed again on 17th April, 1996. He thus remained unemployed between 16th January, 1994 to 16th April, 1996.

13. From the testimony of these witnesses it is very clear that they were never given any appointment letters stating that they are appointed for a particular work and for a particular period. The Learned Representative for the management tried to argue that there case falls under section 2(oo) (bb) of the Act. But I do not find any merit in it because their appointment is not for a specific period. He had also referred to different settlements which I will be discussing little later for coming to the conclusion that their services were for a specific period. I do not find any merit in it. Furthermore the provisions of the settlement cannot supersede the sections of the Act.

14. It is not in dispute that while terminating the services of all these workmen no notice was given to them nor any compensation as contemplated under section 25F of the Act. The law provides that when a person is to be retrenched provisions under section 25F are to be followed. The action which is taken against these workmen amounts to retrenchment and therefore, the management should have followed the procedure contemplated under section 25F of the Act. It is settled law that if no such procedure is followed those workmen are entitled to reinstatement in service with full back wages. All these workmen are entitled to full back wages, so far as the question of reinstatement is concerned they are already reinstated.

15. Basically employment to the temporary workers in a permanent capacity is available only when there are vacancies. As of right they cannot be absorbed in a permanent cadre. It is not in dispute that the management and the foundation had entered into a settlement on 17-11-87 (Ex-91). That settlement was arrived at because there was a move for absorption of temporary workers. The criteria was fixed on the basis of the working days in a particular year and some eligibility was also arrived at. It appears that on its basis only all these workmen were issued notices and they were interviewed and given fresh appointments. It can be seen that in paragraph-2 of the said settlement it is agreed that a permanent part time employees were to be given preference in filling up the full time vacancies. Both in messengerial and non-messengerial subordinate categories and only after exhausting these group of employees the resultant part time/full time vacancies were to be filled up by temporary employees. The settlements provides eligibility criteria for being waitlisted in their respective categories of panels on the basis of aggregate temporary service put in the bank between 1-7-75 to 31-12-87 or in any other date which were fixed by the bank with the validity of the said panels up to December '1991. That settlement deals with back wages and other types of wages, the disputes and other things. On its basis the bank

issued a circular dated 12-4-88 (Ex-9/2). Thereafter there was again a settlement dated 27-10-88 (Ex-9/1), circular dated 13-7-88 (Ex-9/4). Thereafter again on 9-1-91 there was a settlement Ex-9/3 and to clarify its position the circular was issued on 10-4-91 (Ex-9/6) and again there was a settlement dated 30-7-96 (Ex-9/7). These settlements basically provides the rules which were already framed in the year 1987. But, change in the dates were made with a view that temporary employees should get the employment on a permanent basis whenever vacancy arises. It is not in dispute that in view of these settlements the management prepared the waiting list of these workmen. In the waiting list Tukaram Patil is shown at waiting list No. 23, R. R. Patil 141, V. R. Patil-72, Mahendra Bhagat-107, V. V. Sawant-131 and A. B. Bhamale-73. So far as Bhangale is concerned he is on the waiting list of daily wages and others on the waiting list of temporary employees.

16. It is argued on behalf of the management that all these persons are to be absorbed permanently on the basis of waiting list prepared. Whenever a vacancy is there they are given chances. It is submitted that they cannot claim the employment on a permanent basis superseding the workmen who are above them. The claim which is made by the management is strictly based on the settlement which is arrived at and I do not find any irregularity or illegality in the same. It appears to me that all these workmen wanted to get employment on a permanent basis superseding the other employees who are above them in the waiting list prepared on the basis of the settlements arrived at between the management and the foundation. That cannot be allowed. For all these reasons I record my findings on the points accordingly and pass the following order :

ORDER

1. The action of the management of State Bank of India in terminating the services of these workmen is not legal and justified.

2. The management is directed to pay the wages to Tukaram Patil between 1-2-95 to 21-7-95; Ramesh Patil between 1-2-95 to 16-4-96; Mahendra Bhagat between 1-2-95 to 16-4-96; Vivek Sawant between 26-1-95 to 16-4-96 and Anant Bhomble between 16-1-94 to 16-4-96 in the period they were unemployed.

3. The action of the management of State Bank of India is not absorbing the services of the above workmen permanents in the bank is legal and justified.

S. B. PANSE, Presiding Officer

नई दिल्ली, 18 सितम्बर, 1997

का.आ. 2704.—श्रौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोड माइंस लि., के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बोच अनुबंध में निंॅट श्रौद्धोगिक विवाद में केन्द्रीय सरकार श्रौद्धोगिक अधिकरण, बंगलौर, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-97 को प्राप्त हुआ था।

[स. एल-43012/20/91-आई.आर.(विविध)]

बा.एम. डैविड, डैस्क अधिकारी

New Delhi, the 18th September, 1997

S.O. 2704.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd., and their workman, which was received by the Central Government on 18-9-97.

[No. L-43012/20/91-IR(Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated this Tuesday the 9th day of September, 1997

PRESENT :

Sri. K. Mohanachandran, B.Sc., B.L., D.L., A.L., Presiding Officer

Central Reference No. 63/92

I Party :

The President,
Bharat Gold Mines Emp. Association,
No. 545, Near Punjabi Line,
Oorgaum P.O., K.G.F.-563120.

Vs.

II Party :

The Managing Director,
Bharat Gold Mines Ltd.,
Oorgaum,
KGF-563120.

AWARD

In this reference made by Honourable Central Government under its order No. L-43012/20/91-IR (Misc.) dated 27-7-92 the point for adjudication as per schedule is;

"Whether the management of BGML, KGF is justified in dismissing Sri Segaran, PE No. 137388 of Champion Reefs Mine from service with effect from 7-6-90 ? If not, what relief he is entitled to ?"

2. The (brief) averments made by the 1st party in his claim statement are as follows :

The 1st party joined the services of 2nd part as General Labourer. He was issued with a charge-sheet dated 1-8-89 for having involved in a theft of 2nd party property. The 1st party submitted his reply dated 14-8-89. But the 2nd party being not satisfied with it, had initiated the domestic enquiry against the 1st party. The domestic enquiry is not sustainable under law. The Enquiry Officer also highly biased and predetermined as he has been serving as

Officer of the 2nd party. The 1st party was not given sufficient and reasonable opportunity to defend his case in the domestic enquiry. Hence, the findings of the Enquiry Officer is not based on evidence on record as the same is perverse. The Disciplinary Authority without applying his mind independently had relied on the findings of the Enquiry Officer and issued second show-cause notice. Then the 1st party submitted his reply to second show-cause notice. But the Disciplinary Authority without considering the reply had issued a dismissal order dated 7-6-90. Thereafter the 1st party had submitted an appeal dated 16-6-90 to Disciplinary Authority. But the same has been rejected. Hence, the dismissal order passed by Disciplinary Authority is unjust and illegal. Therefore, it is prayed that the domestic enquiry and the dismissal order have to be rejected and the 1st party may be reinstated with all the benefits from the date of dismissal.

3. The (concised) averments of the 2nd party submitted in his counter objection statement are as follows :—

The dismissal of the 1st party from service is a legal one, because he was indulged in a theft case (i.e.) pounding GBO to steal gold wherein he was caught by underground detective team. Hence, the 1st party was issued a show-cause notice for his misconduct. He had submitted his explanation but a notice of enquiry was served on him as the explanation was not satisfactory. The domestic enquiry is sustainable in law. The Enquiry Officer and Presenting Officer were appointed and the domestic enquiry was conducted in accordance with the rules and principles of natural justice. The charges were fully proved in the enquiry. Hence the EO gave his findings, holding the 1st party is guilty of the charges levelled against him. The Enquiry Officer had given valid reasons as to why he had preferred the evidence of management witnesses. Therefore, the finding of the Enquiry Officer is not perverse. The Disciplinary Authority only after going through the enquiry proceedings and the findings of the Enquiry Officer and based on evidence and materials placed before him found the 1st party guilty of charges. Accordingly, the 1st party was issued with a second show-cause notice. The 1st party submitted his explanation. But as the same was not satisfactory. So the Disciplinary Authority dismissed the 1st party from service with effect from 7-6-90. This same is in order and justified as the Disciplinary Authority had applied his mind independently while going through the enquiry proceedings findings of the Enquiry Officer and also the evidence and materials. The 1st party preferred an appeal before the Appellate Authority and after thorough scrutiny of the appeal, the Appellate Authority had rejected the same. Therefore, the punishment of dismissal is legal and justified as the theft is a serious offence which leads to loss of confidence. Hence, the prayer of the 1st party is not maintainable either on facts or at law and the same has to be rejected.

4. My predecessor had framed the following preliminary point and posted the case for evidence on preliminary point.

"Whether the 2nd party proves that it has held the domestic enquiry against 1st party in accordance with law and principles of natural justice ?"

This case is kept pending in the stage of recording evidences on preliminary point. In spite of repeated adjournments given by my predecessor as well as by me none of the parties had examined any witness. While on when the case was called on 11-4-96 the counsel for the parties present and on behalf of the 1st party a memo was filed stating that the 1st party is dead. No date of death of 1st party has been specified in the said memo. But it was stated in the memo that the 1st party died two months prior to the filing of the memo dated 11-1-96.

5. In such circumstances the case was adjourned for taking steps to bring the legal representatives for the 1st party to proceed with the case further. But inspite of the repeated adjournments, no steps had been taken till 12-6-90 to bring legal representatives of the deceased 1st party. Therefore, this Tribunal cannot pass any award even on merits either against or in favour of a dead person.

6. It is true, that the 1st party while he was alive, had stated in his claim statement that the departmental enquiry conducted by the 2nd party against the 1st party was not in accordance with rules and the principles of natural justice. But the said averments were denied by the 2nd party in their written statement. On the basis of these pleadings, my predecessor had fixed the above said preliminary point fixing the burden on the 2nd party to prove that the domestic enquiry conducted by the 2nd party against the 1st party was in accordance with law and principles of natural justice. But anyhow as argued by the learned counsel for the 2nd party even if the 2nd party fails to examine any of the witnesses to discharge the burden fixed under the said preliminary issue, since because no legal representatives had been brought on behalf of the deceased/1st party to proceed with the case further, it could not be a valid material either to accept or reject the averments of the claim statement. I find some force in the said argument of the learned counsel for the 2nd party. In such circumstances I am of the opinion that since no legal representatives had come forward to proceed with the case further on behalf of the deceased/1st party this Tribunal cannot pass any award even on the merits either against or in favour of a dead person (vis) deceased/1st party.

AWARD

7. Hence on the circumstances narrated above the Central Reference No. 63/92 is rejected. Submit to the Government

8. Dictated to P.A. transcribed by him corrected by me and signed on this Tuesday the 9th day of September, 1997.

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 18 सितम्बर, 1997

का.आ. 2705.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार भारत गोल्ड माइन्स लि. के प्रबन्ध-तंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-97 को प्राप्त हुआ था।

[सं. एल-43012/15/92-आई.आर.(विविध)]

बी.एम. डैविड, डैस्क अधिकारी

New Delhi, the 18th September, 1997

S.O. 2705.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on the 18-9-97.

[No. L-43012/15/92-JR(M'sc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT BANGALORE

Dated this Wednesday the 10th day of September,
1997

PRESENT:

Sri. K. Mohanachandran, B.Sc., B.L., D.L., A.L.
Presiding Officer.

Central Reference No. 25|93

I Party

The President
Bharath Gold Mines Employees
Association, No. 545, Punjabi Lane
Oorgaum PO. KGF-563120.

Vs.

II Party

The Managing Director
Bharath Gold Mines Ltd.
Oorpaum
KGF-563120.

AWARD

In this reference made by Honourable Central Government under its Order No. L-43012/15/92-IR (Misc.) dated 12-3-1993 the point for adjudication as per schedule is :

"Whether the action of the management of Bharat Gold Mines Limited in imposing the punishment of withdrawal of two increments on Sri. D. Manoharan, PE No. 040062, Clerk in Nandydroog Mine justified? If not to what relief the workman is entitled?"

2 As per the reference the 1st party is the President, Bharath Gold Mines Employees Association, No. 545, Punjabi Lane, Oorgaum P.O. KGF-563120. After the reference was registered by this Tribunal separate notices were issued to both the parties. Accordingly Sri. V. G. Gopal Gowda, Advocate, Bangalore filed Vakalath for 1st party, whereas Sri. A. S. Lopanna, Advocate, Bangalore filed Vakalath for 2nd party. After accentine Vakalath from both the parties, the case was adjourned to 20-5-93 for filing claim statement. But inspite of repeated and prolonged opportunities given to the 1st party no claim statement has been filed on behalf of the 1st party even though the above said Advocate filed Vakalath for him. Even from 18-8-93 adjournements were given for filing claim statement as a last chances but even on 30-7-93 no claim statement was filed by the 1st party.

3. Therefore, as correctly pointed out by the learned counsel for the 2nd party, when no claim statement was filed by the 1st party, the 2nd party had no opportunity to explain their counter case before this Tribunal. As I observed sunta inspite of repeated opportunities given to the 1st party (i.e.) from 22-9-93 to 30-5-96 namely for nearly about three years, the 1st party not cared enough to file

his claim statement even though he had engaged a lawyer. In most of the hearing dates nobody was present for 1st party. In such circumstances I am of the opinion that there is no meaning in giving further extension of time for filing claim statement. As argued by the learned Counsel for the 2nd party, the conduct of the 1st party would show that he had no interest to proceed with the case further. Therefore, this Tribunal cannot pass any award even on merits in the above said circumstances.

AWARD

4. Hence, as discussed above the Central Reference No. 25|93 is rejected. Submit to Government.

5. (Dictated to PA, transcribed by him, corrected by me and signed on this Wednesday the 10th day of September, 1997).

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 18 सितम्बर, 1997

का.आ. 2706.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड मर्ईन्स लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण, बंगलौर, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-97 को प्राप्त हुआ था।

[स. एल-43012/8/93-आईआर.(विवाद)]

बी.एम. डैविड, डेस्क अधिकारी

New Delhi, the 18th September, 1997

S.O. 2706.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd., and their workman, which was received by the Central Government on the 18-9-97.

[No. L-43012/8/93-IR(Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT BANGALORE

Dated this Friday the 12th day of September, 1997
PRESENT :

Sri K. Mohanachandran, B.Sc., B.L., D.L., A.L.,
Presiding Officer.

Central Reference No. 46/94

I Party

Senior Vice President
Bharat Gold Mines Ltd., LabourKGF-563120.
Association, Oorgaum

Vs.

II Party

M/s. Bharat Gold Mines Ltd.
Oorgaum Post
KGF-563120.

AWARD

In this reference made by the Honourable Central Government under its order No. L-43012/8/93-IR (Misc) dated 2-5-94, the point for adjudication has been framed as follows :—

"Whether the action taken by the management of Bharat Gold Mines Limited is justified in terminating Sri. Dhanpal, T. No. 4254, Machineman of New Golconda Shaft from 8-12-93 for an alleged theft of Rs. 25.91? If not, to what relief the workman is entitled to and from which date?"

(2) As per the reference the 1st party is Senior Vice President Bharat Gold Mines Labour Association, Oorgaum, KGF-563120. After the case was registered both the parties were issued notice as usual for the hearing date 23-5-93. But though Sri. A. S. Bopanna, Advocate filed vakalat for the 2nd party on 30-6-94, the 1st party not appeared on that date. Therefore, another Court notice by Registered Post/Ack. Due was served on the 1st party for the hearing date 3-8-94. The relevant acknowledgement was received to show that the 1st party had received the above said court notice on 9-7-94. But, even then the 1st party was not appeared. Anyhow the 1st party was directed to file claim statement. Even till 19-6-96 neither the 1st party present nor any claim statement had seen the light of the day.

(3) When the case was taken on 19-6-96, the learned counsel for the 2nd party who appeared on that day, argued strongly that inspite of the two court notices served to the 1st party and even after ample opportunities given for the 1st party to file claim statement, the 1st party neither appeared for filed any claim statement and that, in such circumstances the 2nd party could not be in a position to place their case for the points specified under reference. I find some force in the above said argument.

(4) As I discussed above, inspite of the repeated opportunities given to the 1st party, he had not even cared to appear before this Tribunal though he had received last notice through Registered Post/Ack. Due. Hence, in such a circumstance the case was posted for passing of award on available materials. But on perusal of records, it is clearly seen that except the reference, there is no material to pass any award on merits. In such circumstances, I am of the opinion that this Tribunal cannot pass any award on merits without any material placed by the 1st party. Even

till this date the 1st party not cared enough to take any appropriate steps under the Industrial Dispute Act.

AWARD

(5) Hence, as discussed above, the Central Reference No. 46/94 is rejected. Submit to the Government.

(6) Dictated to PA, transcribed by him and corrected by me and signed on this Friday the 12th day of September, 1997.

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 18 सितम्बर, 1997

का.आ. 2707.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माइन्स लि. के प्रबन्धन के मंबद्ध नियोजकों और उनके कर्मकारों के बीच, अन्धन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-97 को प्राप्त हुआ था।

[म. एस-421012/18/92-आई.आर (विविध)]

दी.एम. डेविल, डेस्क अधिकारी

New Delhi, the 18th September, 1997

S.O. 2707—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd., and their workman, which was received by the Central Government on 18-9-97.

[No. L-42012/18/92-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, this Wednesday the 10th day of September, 1997

PRESENT:

Sri K. Mohanachandran, B.Sc., B.L., D.L., A.L., Presiding Officer.

Central Reference No. 34/93

I Party

Bharat Gold Mines Employees
Union, Oorgaum,
KGF-563120.

Vs.

II Party

The Managing Director,
Bharat Gold Mines Ltd.,
Oorgaum, KGF-563120.

AWARD

In this Reference made by Honourable Central Government under its Order L-42012/18/92-IR (Misc.) dated 29-4-93 the points for adjudication has been fixed as follows :—

"Whether the action of the management of Bharat Gold Mines Ltd. in denying promotion to Sri Haridas, PE No. 075736 from F Grade to G Grade

is justified. If not, to what relief the workman is entitled?"

(2) As per the reference the 1st party is the President, Bharath Gold Mines Association, No. 545, Punjabi Lane, Oorgaum, KGF-563120. After the reference was registered by this Tribunal both the parties were issued notice. Subsequently Sri VG. Gopal Gowda, Advocate, Bangalore filed vakalath for 1st party and Sri AS. Bopanna, Advocate, Bangalore filed vakalath for 2nd party. After accepting the vakalath the case was posted to 18-8-93 for filing claim statement. But in spite of repeated and lengthy of opportunities given to the 1st party no claim statement has been filed for the 1st party eventhough the above said Advocate filed vakalath for the 1st party. Even from 26-7-93, adjournments were given for filing claim statement as a last chances. But even upto 18-8-93 no claim statement was filed for the 1st party.

(3) Therefore, as correctly pointed out by the learned counsel for the 2nd party, when no claim statement was filed by the 1st party, the 2nd party has unable to explain their counter case, before this Tribunal. As I observed supra, in spite of repeated opportunities given to the 1st party from 18-8-93 to 21-6-96 namely for about three years, the 1st party not cared enough to file his claim statement, even though he had engaged a legal practitioner. In such circumstances, I am of the opinion that there is no meaning in giving further extension of time for filing claim statement. As strongly contended by the Advocate for the 2nd party, the conduct of the 1st party would reveal that, he had no interest to proceed with the case further for the reasons best known to him and his Advocate. The learned counsel for the 2nd party had also filed memo to that effect dated 21-6-1996. Therefore, this Tribunal cannot pass any award in the vacuum.

AWARD

(4) Hence, as discussed above, the Central Reference No. 34/93 is rejected. Submit to Government.

(5) (Dictated to PA, transcribed by him, corrected by me and signed on this Wednesday the 10th day of September, 1997).

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 18 सितम्बर, 1997

का.आ. 2708.—बौद्धिगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत गोल्ड माइन्स लि. के, प्रबन्धतंत्र के संदर्भ नियोजकों और उनके कर्मकारों के बीच, अनुग्रह में निकाट औद्योगिक दिवाइ में चेन्नाई सरकार औद्योगिक अधिकरण, वंगलौर, के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-9-97 को प्राप्त हुआ था।

[म. एन-28012/1/93-आई.आर (विवाद)]

वो.एम. डेविड ईम्प अंड डार्टी

New Delhi, the 18th September, 1997

S.O. 2708.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Ltd., and their workmen which was received by the Central Government on 18-9-97.

[No. L-28012/1/93-JR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, this Thursday the 11th day of September, 1997

PRHSRNT :

Sri K. Mohanachandran, B.Sc., B.L., D.L., A.L., Presiding Officer.

Central Reference No. 12/94

I Party

II Party

Sri Israel,
PE No. 131987,
General Labour, MCA Mine,
Bharath Gold Mines Ltd.,
Champion Reef, K.G.F.

Vs.

The Managing Director,
Bharath Gold Mines Ltd.,
Oorgaum,
K.G.F.

AWARD

In this reference made by Honourable Central Government under its Order No. L-28012/1/93-JR (Misc.) dated 1-2-94 the point for adjudication has been framed as follows :—

"Whether the action taken by the management of BGML in dismissing Sri Israel, PE No. 131987 from service on charge of unauthorised absence from duty is justifiable ? If not, to what relief he is entitled ?"

(2) As per the reference, the 1st party is Sri Israel, PE. No. 131987, General Labour, MCA Mine, Bharath Gold Mines Ltd., Champion Reef, K.G.F. After the reference was registered by this Tribunal both the parties were issued notice. On 4-3-94 Sri D. Leelakiran, Advocate, Bangalore filed vakalat for 1st party and Sri AP. Bopanna, Advocate, Bangalore filed vakalat for 2nd party on 30-3-94. After accepting vakalat for 1st party the case was adjourned to 30-3-94 for filing claim statement by the 1st party.

(3) 1st party was given ample of adjournments to file his claim statement (i.e.) from 30-3-94 since the vakalat was filed for the 1st party on the same day. But till 17-6-96 (i.e.) nearly after about more than 2½ years, either 1st party or his counsel present in any of the adjournments dates nor they filed any claim statement. In particular, even from 19-3-96 to 17-6-96 (i.e.) on 19-3-96, 16-4-96, 13-6-96 and 17-6-96 the 1st party was given four last chances for filing his claim statement. When the case was adjourned from 13-6-96 to 17-6-96 opportunity was given as final last chance. Even then the claim statement of the 1st party had not seen in the light of the day. Then the case was posted for award. Even then till this date no steps have been taken by the 1st party under law.

(4) In such circumstances, the learned counsel for the 2nd party who was present on 17-6-96, had strongly argued that, because of the letharginess shown by the 1st party, by not filing any claim statement, the 2nd party was unable to place any of their counter written statement before this Tribunal. He also pointed out that in spite of the repeated opportunities given by this Tribunal neither the 1st party nor the counsel for the 1st party was cared enough to appear before this Tribunal for filing of claim statement. I find some force in the said argument. Hence, in such peculiar circumstances, I am of the opinion that this Tribunal cannot pass any award on merits in the vacuum.

AWARD

(5) As discussed above, the Central Reference No. 12/94 is rejected. Submit to Government.

(6) (Dictated to PA, transcribed by him, corrected by me and signed on this Thursday the 11th day of September, 1997).

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 18 सितम्बर, 1997

का. अ. 2709.—आंदोलिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट ए प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कमेकार्सों के बीच, अनुबन्ध में निविष्ट आंदोलिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट का प्रकाशित करता है, जो केन्द्रीय सरकार को 18-9-97 को प्राप्त हुआ था।

[सं. एन-32011/5/92-आई.आर. (विवाद)]

बो.एम. डेविड, डेस्क अधिकारी

New Delhi, the 18th September, 1997

S.O. 2709.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workman, which was received by the Central Government on the 18-9-97.

[No. L-32011/5/92-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 22 of 1993

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta.

AND

Their workmen

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of Management.—Mr. M. K. Das, Senior Labour Officer (IR).

On behalf of Workmen.—None.

STATE : West Bengal

INDUSTRY : Port

AWARD

By Order No. L-32011/5/92-IR (Misc.) dated 29-2-1993 / 2-3-1993 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Port Trust, Calcutta in refusing to allow promotion to S/Shree Arun Kumar Banerjee, Bhagoo Ram, Sunil Kumar Acharjee and Maniklal Chowdhury working Financial Adviser & Chief Accounts Officer's Department of Calcutta Port Trust to the post of Stock Verifier from the date the proposal for de-reservation of the vacancies in question was sanctioned in Board of Trustees meeting as is allowed in other Departments of Calcutta Port Trust is justified or not ? If not, to what relief the concerned workmen are entitled to ?"

2. When the case is called out today, none appears on behalf of the union representing the workmen, even though the management is represented by its representative. On earlier occasions also the representative of the union did not appear.

3. In the circumstances, it is clear that the workmen/union is no longer interested in this case and the management is directed to examine its witness. It is however submitted by Mr. Das, the representative of the management that since no evidence is led on behalf of the workmen, they will not adduce any evidence what-so-ever.

4. In the aforesaid circumstances, in the absence of any material before this Tribunal to give any decision in respect of the issue under reference, this Tribunal has no other alternative but to pass a "No Dispute" Award.

5. A "No Dispute" Award is accordingly passed and the reference is disposed of.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

The 3rd September, 1997.

नई दिल्ली, 18 सितम्बर, 1997

का.अ. 2710.—आंदोलिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार हल्डिया डॉक काम्पलेक्स के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कमेकार्सों के बीच, अनुबन्ध में निविष्ट आंदोलिक विवाद में केन्द्रीय सरकार अधिकरण, कलकत्ता के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 18-9-97 को प्राप्त हुआ था।

[सं. एन-32011/5/96-आई.आर. (विवाद)]

बो.एम. डेविड, डेस्क अधिकारी

New Delhi, the 18th September, 1997

S.O. 2710.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Haldia Dock Complex and their workman, which was received by the Central Government on the 18-9-97.

[No. L-32011/5/96-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 36 of 1996

PARTIES :

Employers in relation to the management of M/s. Haldia Dock Complex

AND

Their workmen

PRESENT :

Mr Justice A. K. Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of Management.—None.

On behalf of Workmen.—None.

STATE : West Bengal

INDUSTRY : Port

AWARD

By Order No. L-32011/5/96-IR (Misc.) dated 21-11-1996 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Haldia Dock Complex in effecting change in weekly off days of security personnel from 1-1-1996 is justified ? If not, to what relief the workmen are entitled ?"

2. When the case is called out today, neither of the parties appear and no step is taken by them in the case. The Union representing the workmen never appeared inspite of several opportunities being given to them. It can accordingly be presumed that the parties are no longer interested in the matter.

3. In the aforesaid circumstances, in the absence of any material on record for any decision of the issue under reference, this Tribunal has no other alternative but to pass a "No Dispute" Award in this case.

4. A "No Dispute" Award is accordingly passed and the reference is disposed of.

This is my award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

The 3rd September, 1997.

नई दिल्ली, 19 सितम्बर, 1997

का०आ० 2711.—आौदोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में, केन्द्रीय सरकार यूनियन बैंक औफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट आौदोगिक विवाद में आौदोगिक अधिकारण, अहमदाबाद के पंचपट को प्रकाशित करता है, जो केन्द्रीय सरकार को 17-9-97 को प्राप्त हुआ था।

[संख्या एल-12012/136/90-आई०आर०(बी०-II)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 19th September, 1997

S.O. 2711.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Ahmedabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on the 17-9-1997.

[No. L-12012/136/90-IR (B-II)]

BRAJ MOHAN, Desk Officer.

ANNEXURE

BEFORE SHRI B. I. KAZI, PRESIDING OFFICER INDUSTRIAL TRIBUNAL CENTRAL, AHMEDABAD

Reference (ITC) No. 46 of 1990

ADJUDICATION

BETWEEN

Union Bank of India, Rajkot First party

AND

The workmen employed under it Second party

In the matter of not granting the second increment w.e.f. 21-5-96 to Shri N. K.

Khetia, Special Assistant is justified ? If not to what other relief the workman is entitled ?

APPEARANCES : Shri B. K. Oza, learned Advocate for the first party.

Shri V. Premchand, learned Advocate for the second party.

AWARD

The Govt. of India, Ministry of Labour has referred this dispute to the present Industrial Tribunal. The Schedule of the dispute is as under —

Whether the action of the management of Regional Manager, Union Bank of India, Rajkot in not granting the second stagnation increment w.e.f. 21-5-1986 to Shri N. K. Khetia, Special Assistant is justified ? If not to what other relief the workman is entitled ?

2. After receiving this reference, a notice was issued to the Union to file the statement of claim as per Ex. 2. The Union has filed the statement of claim by Ex. 6. The brief facts of the statement of claim are that the second party has raised this dispute in connection with the concerned workman, Shri N. K. Khetia serving as Special Assistant in first party Bank in main branch at Rajkot. At the relevant time, the concerned workman was serving as a Clerk and who has reached to the maximum scale in the said category. To give benefit to such employee settlement was reached between the parties on 8th September, 1983. Xerox copy of the settlement is produced under a separate list. By this settlement an employee who does not get increment on account of reaching the maximum scale. On completion of five years he will be given increment which is known as stagnation increment. Such benefit was extended three times only. By letter dated 13th May, 1983 Shri M. K. Khetia was offered promotion in Junior Management Grade Scale I and was asked to reply whether he is accepting the said offer or not. It is pertinent to take note that said promotion was to be effective from 1-6-1982. On receipt of this offer Shri Khetia wrote letter to the first party that he being not conversant with all departments, time may be extended for two years, to get himself experienced of other departments. No reply was received from first party. Meanwhile as per settlement of stagnation increment Shri Khetia wrote a letter that from 21-5-86 stagnation increment has become due and same may please be granted. First party by letter dated 24-11-86 informed him that your representation was considered and in view of captioned settlement given in Manual of Staff Circular Volume

III P. 109, Col. (3) (11)(b) he is not entitled for stagnation increment. In view of this dispute second party raised demand by letter dated 5th January, 1989 that Shri Khetia should be given benefit of settlement of stagnation increment. That on receipt of the demand, first party by their letter dated 14th February, 1989 informed that Shri Khetia has refused promotion and in view of staff Circular No. 2618 dated 27-9-83 he is not entitled for stagnation increment. Thus, an industrial dispute was raised and it is referred to this Tribunal for adjudication as per Schedule of the reference.

It is the say of the second party that by issuing circular first party cannot take away right of concerned employee for stagnation increment which is accrued to him under settlement. The settlement came into operation from 8th September, 1983. The right of promotion to concerned employee became due from 1st June, 1982, but first party for their own reason did not give promotion to concerned employee. The order of promotion was given to him in May, 1985 becoming effective from 1-6-82. Post of promotion was vacant since 1982, and first party has not given reasons why concerned workman was not given promotion. The second party further submits that first party issued circular in 1985 intimating applications from employees for promotion. Some of them applied for it and some did not apply. Even though employees who did not apply and who have reached to maximum scale passed the period of stagnation were given stagnation increment and concerned employee cannot be discriminated. That is April, 1985, who did not apply for promotion were granted stagnation increment if it is due to him.

In view of facts stated above second party prays as under :--

- (A) To hold that demand of second party is legal, proper and workman concerned is entitled for stagnation increment from 21-5-86.
- (B) To direct first party to grant stagnation increment from 21-5-86 and to fix pay accordingly and to pay him all other benefits-differences arising out of this and to pass any order as this Court deems fit and to grant cost of this reference.

3. The first party has filed the written statement by Ex. 9. The brief facts are that the reference in respect of the industrial dispute incorporated in the order of reference is devoid of merit and substance since it has no basis in law and facts and as such it deserves to be rejected. The demand for grant of second stagnation increment w.e.f. 21-5-86 to Shri M. K. Khetia is erroneous, misconceived and unfounded and as such the demand under reference deserves to be rejected. Before proceeding with the merits and demerits of the controversy in issue, it would do well to set out the nature of the industry carried on by the first party Bank and the relevant law and the relevant extracts from settlements having binding nature under the provisions of the Industrial Disputes Act, 1947. The Union Bank of India is a bank nationalised under the provisions of Banking Companies (Acquisition and Transfer) Act, 1970. It carries on banking business throughout the country and has for that purpose branch offices in the State of Gujarat, one office being at Rajkot. The awards and settlements are binding on the bank and Bank's employees and service conditions of bank employees are governed mainly by Sastry Award (1953) subsequently by Awards and Bipartite settlements entered into by Indian Banks' Association and all India organisations of bank workmen the main Bipartite settlement being as under :--

- (1) Bipartite Settlement of 1966
- (2) Bipartite Settlement of 1970
- (3) Bipartite Settlement of 1971
- (4) Bipartite Settlement of 1973
- (5) Bipartite Settlement of August and October, 1979
- (6) Bipartite Settlement of 1983
- (7) Bipartite Settlement of 1984
- (8) Bipartite Settlement of 1987
- (9) Bipartite Settlement of 1989

The provisions of "Stagnation Increment" is a part of Bipartite Settlement dated 8-9-83. The relevant extract are as under :--

- (i) For every five completed years of service after reaching the maximum in the scale of pay, members of the clerical and subordinate staff will be granted stagnation increments subject to a maximum of two increments, each equivalent to the last increment in the respective scales of pay. The period of stagnation for this purpose will be reckoned from the date of reaching the maximum of the scale of pay. In

case of an employee who is eligible for stagnation increments, the first such increment will be granted effective from the date on which it falls due or from 1st January, 1980, whichever is later, but the next increment will accrue to him on completion of five years of service as from date the first stagnation increment falls due but not earlier than 1st January, 1981.

(ii) The grant of stagnation increment would be subject to following conditions:

- (a) Stagnation increments would rank for superannuation benefits i.e. provident fund and gratuity and wherever applicable pension and only the case of subordinate staff for Dearness Allowance. In the case of all workmen, stagnation increments would rank for House Rent Allowance, City Compensation Allowance and other Allowances.
- (b) Stagnation increments would not be given to an employee who at any time after the commencement of Bipartite Settlement dated 8-9-1983 and after being offered and/or selected for promotion refuses to accept such promotion.

Thus, all the allegations except what has been expressly admitted by the Bank raised by the second party in the statement of claim are hereby denied. As regards the contents of paras 1, 2 and 3 of the statement of claim, the first party Bank has nothing to comment upon. As regards the contents of para 4, the first party begs to state that the said para is an admission that the concerned workman refused the offer of promotion in Junior Management grade made on 13-5-1985. As stated in the Statement of Claim, the Management rightly refused the request of Shri Khetia in terms of settlement Clause (3)(ii)(b). As regards para 5, there are no comments to make. As regards the allegation contained in para 6, it is denied that the first party has taken away the right of the concerned employee for stagnation increment by issuing a staff circular. The staff Circular only interpreted and embodied the terms of 8-9-1983 settlement. The grievance that the concerned workman was not given promotion in 1982 but in 1985 has no significance in the context of the fact that even in 1985, he has not availed of an

offer of promotion. The allegation that he was given promotion effective from 1-6-1982 is misconceived. Thereby the concerned workman secures an advantage in respect of seniority. The rest of the allegation contained in para 6 as reasons not being given for granting earlier promotion is irrelevant and is based on misapprehension of the process of promotion which takes time. The first party denies the allegation contained in the latter part of paras 6 to the effect that some of other workmen who did not apply for promotion were given stagnation increment and as such the concerned workman is discriminated. There is no discrimination inasmuch as the concerned worked who were given stagnation increment were not offered promotion and while Shri Khetia was offered promotion but it was refused by him. They are not similarly situated and as such there is no discrimination. There is no bar to giving such increments in clause 3(ii)(b) to such workmen.

The first party begs to submit the true facts in relation to Shri M. K. Khetia in respect of whom the second party Union has raised the industrial dispute as regards non-grant of second stagnation increment w.e.f. 21-5-1986. Shri Khetia reached his maximum scale of pay in May, 1976. In terms of settlement dated 8-9-1983, he was granted first stagnation increment with effect from May 1981. Shri Khetia was offered promotion vide letter dated 13-5-1985 to the post of Junior Management grade Scale 1. A copy of the promotion order is annexed and marked as Annexure-1. It is pertinent to note that it was made clear to Shri Khetia that "In case you do not communicate your acceptance within the stipulated time, it will be deemed that you have refused to accept the offer and you will be barred for any higher assignment in the same cadre and/or promotion for such period as provided in the promotion agreement applicable to you." Promotion offer was refused by Shri Khetia. In terms of settlement dated 8-9-1983 and Staff Circular No. 2616, dated 27-9-1983, Shri Khetia is not entitled to second increment with effect from May 1986 since he was disqualified by refusal of promotion. For the reasons stated above and those which may be urged at the time of hearing, the reference deserves to be dismissed and disposed of accordingly. It is submitted that since the second party Union has no cause for the grant of second stagnation increment to the concerned workman, the concerned workman deserves no relief whatsoever. Thus, the reference should be dismissed with costs.

4. By Ex. 19, the second party has given application for the production of documents after completion of oral evidence of the first party. By Ex. 19, the second party has produced the documents. List marked 19(1) is the xerox copy of promotion offer given to concerned employee dated 13-5-85, Ex. marked 19(2) is the xerox copy of reply given by concerned employee of probation officer, Ex. marked 19(3) is the xerox copy of application given by concerned employee for granting stagnation increment dated 21-10-88, Ex. marked 19(4) is the reply given by first party to concerned employee dated 24-11-88, Ex. marked 19(5) is demand notice given by second party to first party on 5-1-89. Ex. marked 19(6) is the xerox copy of settlement dated 6-9-85. On the application Ex. 19, the party Advocate has endorsed like this "No objection for exhibition without affecting the right of arguments." Thus, Ex. marked 19(1) to 19(6) was exhibited as per Exs. 20 to Ex. 25 accordingly.

5. By Ex. 12, the concerned workman, Shri N. K. Khetia has submitted the oral evidence.

6. By Ex. 14, the second party closed his evidence.

7. By Ex. 15, the first party Bank has examined witness, namely, Pravinbhai Megjibhai Rathod.

8. By Ex. 18, the first party has closed their oral evidence.

9. The learned Representative of the second party Shri V. Premchand submits that the concerned workman has been reached maximum scale in 1976. There was settlement dated 8-9-83 that after five years of reaching maximum scale the concerned workman is entitled for the stagnation increment. He was offered promotion on 13-5-85. Actually, the right was accrued to the concerned workman in 1982. Thus, the concerned workman is entitled for stagnation increment which is due on 21-5-85. Thus, the concerned workman has written a letter Ex. 21 requesting that the said promotion should be given after two years, by the time the concerned workman may get acquainted with the banking work fully. Thus, this request of the concerned workman was not granted by the Bank and no second stagnation increment was given to the concerned workman by the Bank. Thus, it is not the refusal of the concerned workman, but the concerned workman has sought time for promotional post and as per the settlement, the concerned workman is entitled for stagnation increment. Thus, the concerned workman has not denied the promotion and it is not refusal of promotion. So, the relief as claimed in the Schedule of reference should be granted to the concerned workman w.e.f. 21-5-86.

10. However, the learned Representative Shri O. K. Oza, Advocate on behalf of the first party—bank submits that as per the settlement clause, the concerned workman, Shri N. K. Khetia is not entitled for second stagnation increment because the Bank has offered him promotion on the post of junior management grade scale on 13-5-85 and he was asked to reply whether he is accepting the said offer or not. The concerned workman has not availed that opportunity and there is no discrimination regarding the granting of stagnation increment to other workman because other workman was not given promotion; that letter of the promotion is produced by the first party by Annexure-1 and in that letter it was clearly written that if he does not communicate the acceptance within the stipulated time, it will be deemed that he has refused to accept the offer and he will be barred for any higher assignment in the said cadre and/or promotion for such period as provided in the promotion agreement applicable to him. Thus, Shri N. K. Khetia did not accept the promotion offer and as per Ex. 13, Clause-4 that offer of promotion was valid for 8 days from the date of this communication to Shri Khetia and it was advised to him to convey his acceptance within the stipulated time by signing on the duplicate of this letter indicating the date of acceptance and returning the first party a copy. It was also written in that letter that in case you do not inform the acceptance within the stipulated time, it will be deemed that you have refused to accept the offer and you will be barred for any higher assignment in the same cadre and/or promotion for such period as provided in the promotion agreement applicable to him. Shri M. K. Khetia, the concerned workman has produced a letter written to the Superintendent, Union Bank of India, Department of Personal, Central Office, West Zone Division 1 at Ex. 21. If we pursue Ex. 13, the said order of promotion has been received by Shri Khetia on 15-5-85. Thus, Shri Khetia has to reply the said letter to the Bank upto 23-5-85. However, if we see Ex. 21 the letter is written by Shri Khetia on dated 1-6-85. Thus, there is the delay of 7 days in the reply by Shri Khetia. Not only that, in the said letter Ex. 21, Shri Khetia requested to the Bank to offer this assignment after a period of two years by the time he may get acquainted with the banking work fully. Thus, it can be deemed that Shri Khetia has refused the promotion and such long period of two years cannot be given and the Bank has rightly denied Shri Khetia the second stagnation increment because as per settlement clause, he was not entitled for second stagnation increment. Thus, the action of the first party is legal and proper because clear instruction was given to Shri Khetia in the promotional letter itself and as per the promotion letter he has not accepted offer of promotion. Thus, it can be concluded that he has refused the promotion. As per settlement dated 8-9-83, Shri Khetia is not entitled to second stagnation increment from May.

1986 because he is disqualified by refusal of promotion. So he prays for the dismissal of the reference and to reject the reference with costs.

11. The following issues are to be decided in the present reference for my consideration :—

1. Whether the action of the Management in not granting the second stagnation increment w.e.f. 21-5-86 to Shri M. K. Khetia is just and proper?

2. What final order?

12. My answers to the above issues are as under as per the reasons given below.

1. Yes.

2. As per final order of the award.

REASONS

13. If we peruse Ex. 17 which is settlement dtd. 8-9-83 and the Circular as per the settlement i.e. Staff Circular No. 2616 dtd. 27-9-83 as per Ex. 16 in para-3, stagnation increment, the following facts are undisputed. Looking to para-3 (ii) (b), the following provision is made in this settlement :

"Stagnation increments would not be given to an employee who at any time after the commencement of this Settlement after being offered and/or selected for promotion refuses to accept such promotion."

14. Thus, looking to the provision, it is clear that the stagnation increment can be denied to an employee who at any time after the commencement of this settlement after being offered and/or selected for promotion refuses to accept such promotion, no stagnation increment can be granted. If we peruse the promotion letter dtd. 13-5-85, the concerned workman Shri M. K. Khetia has been offered promotion to the Bank's Junior Management Grade Scale 1 on the terms and conditions of service as set out in that letter. The relevant condition in this reference for our purpose is regarding para-4 "Please note that this offer of promotion is valid for 8 days from the date of this communication to you. You are advised to convey your acceptance within the stipulated time by signing on the duplicate of this letter indicating the date of acceptance and returning us a copy. In case you do not communicate your acceptance within the stipulated time, it will be deemed that you have refused to accept the offer and you will be barred for any higher assignment in the same cadre and/or promotion for such period as provided in the promotion agreement applicable to you."

15. Thus, it is very clear that Shri Khetia has been offered promotion by letter Ex. 13 dated 13-5-85. It is also very clear that there was a

condition in para-4 that offer of promotion is valid for 8 days from the date of communication. Thus, it was the duty of the concerned workman to reply the above dated letter 13-5-85 within time. If we peruse the documents produced by the second party Ex. 21, letter of Shri M. K. Khetia dtd. 1-6-85 addressed to the Superintendent, Union Bank of India, Department of Personnel, Central Office, West Zone Divi. 1, the following para is relevant :

"In this connection, Sir, I would like to request you with due respect that I have been very recently offered promotion of special Assi."

Further major portion of my service I have passed in cash department. As such I feel that before opting for new Assignment, I should be thorough in all the departments."

I therefore humbly request your good selves to please offer this assignment after period of two years by the time I may get acquainted with banking work fully."

16. It is decided by various Courts that promotion is a managerial function. It is an undisputed fact that Shri Khetia was offered promotion. But by written letter dtd. 1-6-85 which was not within the stipulated period for the acceptance of offer of promotion. Hence, it is deemed to be that Shri Khetia has denied the promotion. No employer can wait for such a long period of two years and the request of Shri Khetia is not reasonable. Thus, it is clear that the first party has offered promotion to Shri Khetia. But Shri Khetia replied that as he had served in cash department only he wants two years for joining this promotional job. In my view, this is very unreasonable period and no employer can wait for such a long period. If this request can be granted then there will be chaos in administration and this is not reasonable request by Shri Khetia. Thus, looking to the terms of settlement and looking to the offer of promotion made by the Bank, it is deemed that Shri Khetia has rejected the offer of promotion.

17. Looking to the terms of the settlement as per Clause 3(ii)(b), if the offer is refused by the concerned workman, then he cannot claim stagnation increment and the settlement is binding to all the workmen. Thus, Shri Khetia cannot legally or properly justify the claim of the second stagnation increment.

18. If we see the oral evidence of Shri Khetia Ex. 12, he has admitted that in 1995, he was offered Junior Management Grade Scale as by promotion. It is also accepted that he demanded time for joining that post. The reason is that he was working in cash department and he was not familiar with the accountancy matter. Thus, Shri Khetia has not availed the opportunity of promotion and if he has

been accepted that offer, he can seek some kind of training in the matter of accountancy. Thus, there was an offer of promotion. The point raised by Shri Premchand is not relevant that Shri Khetia was due for promotion since 1982. As stated above, promotion is a managerial function and it can be granted when the vacancy is arising. Thus, there is no evidence on the part of second party that there was a vacancy and he was denied promotion though he was due. It is an undisputed fact that Shri Khetia was given first stagnation increment as per settlement because he reached the maximum scale in 1976 and in 1981 he was given first stagnation increment. Thus, he was offered in 1985 the post of promotion which by his conduct he refused. Thus, as per the terms of settlement and as per the letter of promotion Ex. 13, he is not entitled for the second stagnation increment. It is admitted by Shri Khetia that he received the letter Ex. 13 and he was offered promotion. Thus, the Bank has rightly rejected his claim for the second stagnation increment. The effect of 1983 settlement was given from 1-6-82. Thus, the settlement was in existence when he denied promotional post. Thus, as per the 4th Bipartite Settlement, he was denied the second stagnation increment. This action of the first party is justified, legal and proper.

19. Refusal of the promotion can be implied also. By the conduct of the concerned workman inference can be drawn that he has refused promotion because he has not communicated the acceptance of offer to the Bank within the stipulated period in the promotional letter. Not only that, demand by Shri Khetia that promotion should be delayed for two years is not just and reasonable and the workman should be familiar with the business of the banking because he has served for long time i.e. for 25 years in the Bank. Thus, the action of the first party in not granting the second stagnation increment to Shri Khetia is just and proper.

20. Looking to the above observations, I hereby pass the following order :—

ORDER

The reference is hereby rejected. No order as to costs.

Ahmedabad, 30th August, 1997.

B. I. KAZI, Presiding Officer

नई दिल्ली, 22 सितम्बर, 1997

का.प्रा. 2712.—बौद्धोगिक विवाद अधिनियम, 1947 (1947 का 14) वी धारा 17 के अनुसरण में, केन्द्रीय सरकार भीस्केन संवित पी.लि., के प्रबंधतंत्र के संबंध निवोजबों और उनके कर्त्तव्यों के बीच, अनवंश में निर्दिष्ट बौद्धोगिक विवाद में केन्द्रीय सरकार बौद्धोगिक अधिकरण, सं-1, मुम्बई के

रघुपति बोपकालित करती है, जो केन्द्रीय सरकार वी 22-9-97
ने त्रावन कुमार द्वारा

[क. एन-31011/2/87-डी-IV(५)],
[एन-31011/7/89-आई.आर(विविष्ट)]
वी. प्रम. ऐत्रिय, इस्क अधिकारी

New Delhi, the 22nd September, 1997

S.O. 2712.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No.-I, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Seascan Services Pvt. Ltd., and their workman, which was received by the Central Government on 22-9-97.

[No. L-31011/2/87-D.IV (A)]
[L-31011/7/89-IR(Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.

REFERENCE NO. CGIT-57 OF 1987

REFERENCE NO. CGIT-25 OF 1989

PARTIES :

Employers in relation to the management of M/s.
Seascan Services Pvt. Ltd.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri K. M. Naik, Advocate.
Shri Sanjay Dulapkar, Advocate.

For the Workman : Shri J. P. Sawant, Advocate.

STATE : Maharashtra.

Mumbai, dated the 3rd day of September, 1997

AWARD

1. These two references have a chequered history and involve similar questions of law and facts and hence have been heard together by common consent and are being disposed off by a single Order/Award. The Central Government in the Ministry of Labour by its order dated 08-12-87 referred the following dispute for adjudication to this tribunal.

"Whether the action of the management of M/s. Seascan Services Pvt. Ltd., Bombay in illegally terminating the services of 24 workmen as per the list attached at Annexure-I w.e.f. the respective dates shown therein, is justified ? If not, to what relief the workmen concerned are entitled to ?"

Honourable Justice S. N. Khatri as he then was, by Award dated 1st May, 1991 held that Central Government was not the "appropriate government" to refer this dispute. Consequently, he held that the Central Government had no power and jurisdiction to make the reference. He, therefore, dismissed the reference in limine as incompetent. The parties were directed to bear their own costs

2. During the pendency of the aforesaid reference, the Central Government in the Ministry of Labour referred

another dispute to this Tribunal by order dated 28-6-89 for adjudication. The reference was in the following terms :

"Whether the action of the management of M/s. Seascan Services Pvt. Ltd., Bombay, in terminating the services of S/Shri Hiralal M. Dhale, Harishchandra S. Yadav and Dilip Gaikwad, w.e.f. 14-9-87, 28-9-87 and 20-9-87 respectively, is legal and justified. If not, what relief are these workmen entitled to ?"

This reference was adjudicated by Award dated 12th August, 1994 by Honourable Justice R. G. Sindhkar, as he then was, and following earlier award of Hon'ble Mr. Justice Khatri in the earlier reference, categorically and firmly held that the Central Government was not the 'appropriate Government' to refer the dispute and that reference was incompetent for this reason. On merits, he held that the workmen had stopped coming for work and hence they did not have any case.

3. Aggrieved, the Union espousing the cause of the workmen in both the disputes filed a writ petition No. 2636 of 1995 before the appellate side of the Hon'ble High Court of judicature at Bombay. That writ petition was decided by Honourable A. P. Shah, J. whereby the case were remanded for deciding the issue as to which Government was the appropriate Government. The Learned Judge said "If the Presiding Officer come to the conclusion that the Central Government is not the appropriate Government then naturally the question of giving any decision on merit will not arise. But if the Tribunal holds that the reference is maintainable then the issues on facts will have to be decided on merits afresh with accordance in law." The Tribunal was directed to give both the parties opportunity to lead evidence on all the issues including the said preliminary issue.

4. Consequently, both the references were restored to their original numbers and in both the cases the parties were allowed to lead evidence afresh on all the points in dispute, which I shall be indicating later on. I may here state that so far as CGIT-57 of 1987 is concerned Shri J. P. Samant appearing on behalf of the Union stated that the workmen except Mr. P. J. Mathew were not interested in adjudication of the dispute because they have already secured alternative employments or have been absorbed by the management. Hence, he was only pressing the case of Shri P. J. Mathew.

5. With regard to the other reference, he has pressed the claim of all the three workmen whose names appear in the reference.

6. Now, I may briefly indicate the respective cases of the parties in CGIT-57 reference of 1987. The case of the Union is that the Bombay Port Trust Employee's Union is a registered trade union under the Indian Trade Union Act. Shri P. J. Mathew joined the services of Messrs. Seascan Services Pvt. Ltd. Bombay, on 04-1-82. Shri P. J. Mathew was in continuous service of M/s. Seascan Services Pvt. Ltd. till 14-12-86, when the services were abruptly terminated by way of victimisation. Statutory provisions of section 25-F of Industrial Disputes Act were violated and the employer indulged in unfair labour practice. As such the termination was ab-initio-void. It was, therefore prayed that the termination of the services of the workman be held as not justified and the employer be directed to reinstate the workmen in service with effect from the date of the termination with full back wages and allowances and other benefits, continuity in service and compensation.

7. The management of M/s. Seascan Services Pvt. Ltd. Bombay opposed the claim by filing a written statement dated 15-2-88 wherein it was pleaded that the State Government was the appropriate Government so far as the company was concerned and as such the order of reference dt. 8-12-87 as made by the Central Government was bad in law and the reference was liable to be dismissed in limine. It was pleaded that on this very ground the tribunal had no jurisdiction to entertain and adjudicate on the dispute referred to by the Central Government.

8. Elaborating its contention on the aforesaid count, the management submitted that it is engaged in the profession as Surveyors, Superintendents, Samplers and Analysts, Marine

and Technical Consultants and predominantly the Company renders services to its clients when so requisitioned. The Company's relationship with the clients is that of "principal" to "principal". Normally, there are no statutory requirements to be a surveyor except that the surveyor or a survey concern is able to infuse confidence in clients by virtue of expertise, competence and integrity. However, in so far as surveys for insurance companies in India are concerned, a Licence is required to be obtained both by a Company and an individual surveyor under the Insurance Act which stipulates certain technical qualifications and competence and requisite background. Such a licence is issued by the Controller of Insurance, Govt. of India, New Delhi. In an inspection and surveying organisation, and as relevant to the company's case, various types of surveys are attended in different fields or expertise such as Marine Inspection and Investigations; Industrial and Engineering Surveys; Sampling and Analysis; Aviation Surveys and Loss Assessments and Technical Consultancy. At times during some assignments basic data such as number of packages, their packing condition and mode of transport and handling, time schedule, etc., are required at which time junior non-technical staff are deputed for such work. Such basic data is subsequently analysed and at times incorporated to form part of final technical report.

9. It further pleaded that in addition to permanent staff, temporary and casual staff are employed of semi-skilled, unskilled calibre to assist the permanent junior staff in such non-technical functions. Such casual staff are paid daily wages for the number of days employed. Such Casual staff generally report to the Office and enquire if there is any work available for them. When the work was available such staff was utilised on daily (shift) wages.

10. It further pleaded that by virtue of the diversity of survey functions, the Company was required to attend at sea ports, airports, railway yards, factories, industrial establishments, oil installations and warehouses, and the services rendered by the company were not necessarily restricted solely to Shipping and Dock limits; rather the services rendered by the company extended to various diversified areas beyond dock limits.

11. It further submitted that Surveying was a vast subject of high specialisation with multifarious activities and therefore its clientele was also varied. The company claimed that it was a professional surveying company similar to Doctors, Lawyers and Consultants. The Company were not Contractors; nor were employed as such but its professional services were requisitioned for its unbiased opinion.

12. It was further pleaded that the Company's staff both permanent and temporary were inter changeable in their duties from areas ranging from dock limits to industrial and other areas well outside, on duties which could be different in functions.

13. The company further pleaded that it was registered as a Commercial establishment under the Bombay Shops and Establishment Act and the State Government alone was the appropriate government under Section 2(a) of the Industrial Disputes Act.

14. The Company pleaded that its employees used to present themselves at the Company's Office every day for work and as and when work was available, the company got them for work.

15. It was denied that the Company had dismissed Mr. Mathew or for that matter any other workmen. It was submitted that there was no question following the provisions of Section 25-F of the I. D. Act because the workmen themselves did not become available for being engaged.

16. It was further pleaded that the dispute pertaining to all the 24 employees was settled by the Company as per the Memorandum of Understanding signed by the Company with the Union on 11-1-88 and as such the Union and/or the workmen are estopped from raising the dispute before this tribunal.

17. The Union filed the rejoinder on 18-4-88 wherein it is stated that the company was engaging the services of the workmen in connection with the loading.

unloading, movement, storage, receipt and discharge of cargoes. The workmen involved were dock workers. The dispute concerned the major port of Bombay and hence the Central Government was the appropriate government and this tribunal had jurisdiction to adjudicate on the dispute.

18. It was pleaded that the workmen involved in the dispute were in continuous employment and were not casual employees but in the eyes of the law were permanent employee and had been dismissed by way of victimisation. The workmen had joined Bombay Port Trust Employees' Union on 5-11-86 and the Union had espoused the cause of the workmen and conciliation proceedings were commenced. An agreement dated 1st October, 1987 was arrived at but the same was not a settlement in any respect.

19. As regards Mr. Mathew it is submitted that he was rendered jobless, victimised and hence, his claim deserved to be granted.

20. In a sub-rejoinder filed by the Company it was pleaded that it was not correct to say that the Company had been engaging the services of the workmen in connection with the loading, unloading movement, storage, receipt and discharge of cargoes. It was denied that the concerned employees of the Company were contemplated to be permanent dock workers by law. It was denied that the dispute was concerning the major port of Bombay.

21. It was pleaded that the concerned employees were not necessarily required to work in Ports alone but depending upon the exigencies of the work they were also required to perform activities which had nothing to do with the Ports.

22. It was reiterated that the nature of the work of the company was such that as and when there was availability of work the employees were engaged from time to time in casual basis. The nature of the industry/work was such that there was no all-time continuous requirement of the employees. It was denied that the concerned employees were permanent employees in the eyes of law.

Some other pleas were also taken with which I am not concerned in the dispute in view of the statement made at the bar by Shri J. P. Sawant that he is not pressing the claim of the employees other than Shri Mathew.

23. The Management by filing additional written statement dated 23-3-1989 took a fur-

ther plea that the order of reference was vague in law since the appropriate government had already drawn a conclusion that the alleged terminations are illegal in law. It was pleaded that the manner in which the dispute had been referred amounts to adjudicating the same by the Government as to the legality or illegality of the alleged termination of the concerned employees.

24. Both the parties filed some documentary evidence on record. After the order of remand Shri P. J. Mathew WW-1 filed his own affidavit in evidence on 13-3-1996 alongwith additional documents Exhibit 'A'. He was cross-examined on behalf of the management on 18-4-96. In rebuttal, the management filed affidavit of its witness Mr. M. K. Vishwanath, MW-1, was cross examined on 26-8-96 by Shri J. P. Sawant.

25. In C.G.I.T. Reference No. 25 of 1989, the Union pleaded that it was a registered trade union under the Trade Union Act 1926. It was pleaded that S|Shri Hiralal M. Dhale, Harishchandra S. Yadav and Dilip Gaikwad were in the capacity of Tally Clerks for the employer w.e.f. 1-9-85, 12-4-86 and 20-3-1986 respectively. They were in continuous employment. However, they were refused employment w.e.f. 14-9-1987, 28-9-87 and 20-9-87 respectively by the employer without assigning any valid reason and without complying with legal provisions. It was pleaded that the action of the management in terminating the services of the three workmen were totally illegal and unjustified, arbitrary and vindictive and was ab initio void. The workmen were entitled to be reinstated in service with back wages, consequential benefits and compensation.

26. In its written statement the management took the stand that the State Government was the appropriate Government and the order of reference made by the Central Government was bad in law and was liable to be dismissed and this tribunal has no jurisdiction to entertain and adjudicate on the dispute. The same pleas in elaboration of this aspect were taken which had been taken in the earlier reference and already adverted to. It was pleaded that the Company did not terminate the services of the three workmen and they on their own stopped reporting on duty. It was pleaded that the three workmen were casual employees and it had been a practice that casual workers had to present themselves for employment everyday

at the Company's Office. If the work was available, they were engaged for the day. It was pleaded that the three workmen got employed elsewhere. Upon such pleas it was submitted that the claim of the workmen be dismissed.

27. Both the sides filed documentary evidence in support of their respective cases. After the remand of the case the Union filed affidavits of WW-1 Harishchandra Yadav, WW-2 Hiralal Dhale and WW-3 D. T. Gaikwad and the three witnesses were cross-examined on behalf of the management. The Management in rebuttal filed affidavit of MW-1 Shri Vishwanath and was cross examined on behalf of the Union by Shri J. P. Sawant.

28. In both the references the first question which falls for consideration is whether the Central Government is not the appropriate government to make the two references and hence the two references ought to be rejected in limini. The next question which falls for consideration is whether the employees in the two references are "Workmen" within the definition of the Industrial Disputes Act and if their services had been retrenched/terminated illegally without complying with the requirements of the Industrial Dispute Act.

29. In case the aforesaid two points are decided in favour of the Union, the last question requiring consideration would be as to what relief the concerned workmen are entitled to?

30. I have heard the learned counsel for the parties at length and have perused the record.

31. The basic and the foremost question to be tried in these two references is whether the Central Government, is the appropriate government for the purposes of the two references Section 2 (a) defines "Appropriate Government" as follows :—

Definitions.—In this Act, unless there is any thing repugnant in the subject or context.

- (a) "appropriate Government" means—
- (i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government or in relation to an in-

dustrial dispute concerning (a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1988, or (the Industrial Finance Corporation of India Limited formed and registered under the Companies Act, 1956) or the Employees State Insurance Corporation established under Section 3 of the Employees State Insurance Act, 1948, or the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948, or the Central Board of Trustees and the State Boards of Trustees constituted under section 5a and section 5b respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952, (xxxxxx) or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956, or (the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956 (1 of 1956) or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961, or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act 1962, or the Agricultural Refinance and Development Corporation established under section 3 of the Unit Trust of India Act, 1963 or the Food Corporation of India established under section 3 or a Board of Management established for two or more contiguous States under section 16 of the Food Corporation Act, 1961 or the (Airports Authority of India constituted under section 3 of the Airports Authority of India Act 1994 (33 of 1994) or a Regional Rural Banks established under section 3 of the Regional Rural Bank Act 1976 or the Export Credit and Guarantee Corporation Limited, for the Industrial Reconstruction Corporation of India Limited) or (an air transport service, or a banking or an insurance company), a mine, an oilfield, a Cantonment

Board, or a major port, the Central Government, and

- (ii) in relation to any other industrial dispute the State Government;

This section came to be interpreted in a division Bench judgment of the Andhra Pradesh High Court in 1977 Lab IC 1199 Continental Constructions Pvt. Ltd. Visakhapatnam Appellant vs. The Government of India and others, Respondents. In that case the firm had entered into a contract with the Visakhapatnam Port Trust for the construction of Breakwaters and Jetties in connection with the construction of the outer harbour at Visakhapatnam, a dispute having arisen between the appellant company and its workmen, was referred for adjudication to the Industrial Tribunal (Central) Hyderabad by the Central Government. Thereupon, the appellant filed writ petition No. 1678/73 seeking a mandamus, restraining the Industrial Tribunal from proceeding further with the Industrial Dispute in pursuance to the reference made by the Central Government. The contention was that the Central Government was not the appropriate Government. The writ petition was dismissed and the appellant approached the division bench of the Andhra Pradesh High Court by filing a writ appeal wherein it was vehemently contended that the Central Government was not the appropriate Government.

32. The learned judges of the division bench abstracted the definition of the "appropriate Government" as contained in section 2(a) of Industrial Disputes Act and observed that the definition was in 2 parts. Their Lordships after observing that first part of definition was in applicable stated :

"The definition contained in Clause (i) of the said definition is in two parts. The first part reads as follows :

"appropriate Government" means in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government, or by a railway company, or concerning any such controlled industry as may be specified in this behalf by the Central Government."

While the second part of the definition, omitting the unnecessary words would read, "appropriate Government" means in relation to any industrial dispute concerning..... a major port, the Central Government."

Their Lordships elaborated upon this dichotomy and observed as follows :

6. Now, the first part of the definition is clearly inapplicable and we are concerned only with the applicability or otherwise of the Second part. While the first part of the definition is confined to an industrial dispute concerning an industry carried on by or under the authority of the Central Government or a Railway Company, or such controlled industry as may be specified by the Central Government in this behalf, the second part is couched in wider terms. For attracting it if it is an industrial dispute and it concerns any of the Corporations or authorities mentioned therein, including a major port. As we have noted above it is not in dispute by the appellant that the dispute between the appellant and its workmen is an industrial dispute. The only question, therefore is whether it is an industrial dispute concerning a major port. The word 'concerning' according to the Webster's Third New International Dictionary, means : 'relating to, regarding, respecting about,—an affairs that concerns one.... It is therefore, a word of wide amplitude and *prima facie*, any industrial dispute affecting or connected with the major port would fall within the said definition. That is the interpretation contended for by the learned Standing Counsel for the Central Government, who contended that every dispute which is, in any way, connected with the major port, would fall within the said definition, and the Central Government would be the 'appropriate

Government'. He placed reliance upon the decision reported in *Asstt. Collector of Customs, Calcutta v. Sitaram* (AIR 1966 S C 955) where the Supreme Court was construing the words "in any way concerned in any manner dealing with the prohibited goods" occurring in Section 167 of the Sea Customs Act.

7. On the other hand, it is contended by Mr. K. Srinivasa Murthy that, if such a wide interpretation is placed, it will lead to several absurd consequences and that, any and every dispute, having even the remotest connection with any of the Corporations or authorities mentioned in the said definition would be brought within the purview of the Central Government which, obviously, could not have been the intention of the Parliament. The learned Counsel gave certain illustrations to emphasize the absurd consequences which would follow by adopting such a wide construction. We are, however, of the opinion that the word "concerning" must be construed in a reasonable manner, and referring to such industrial disputes which have got a proximate intimate and real connection with the Corporations or authorities mentioned in the said definition, and not a connection which is far-fetched, remote and hypothetical. In this behalf, we may very well refer to the rule adopted by the Supreme Court while construing the words 'in the interest of' occurring Clause (2) of the Art. 19 (vide *The Superintendent, Central Prison V. Dr. Ram Manohar Lohia* (AIR 1960 SC 633)). It was observed by the Supreme Court that though the said words "in the interest of" are words of wide amplitude yet they must be construed in a reasonable manner and, in order to be reasonable, the restrictions placed must have reasonable relation to the object of the legislation, and such relationship must be proximate and real, and not farfetched or problematical. By adopting such a construction we would be giving effect to the words used by the Parliament in the said definition. While, at the same time, avoiding the absurd consequences pointed out by the learned counsel for the appellant. It would, therefore, be a question of fact in each case, to be decided with reference to the facts of that case, whether an industrial dispute is one concerning any of the Corporation or authorities mentioned in the said definition or not. Adopting the said construction, it would be seen in this case that the industrial dispute arising between the appellant and its workmen is closely connected with the major port. The appellant is engaged in the construction of Breakwater and Jetties in connection with the outer harbour, at the Visakhapatnam Port. Any dispute between the appellant and its workman is likely to affect the progress of the said work and will directly affect the Port. We must clarify even at this stage that the second part of the definition does not say that it must be an industrial dispute concerning the business of a major port. But, it only says that it must be an industrial dispute concerning a major port. Therefore, the several authorities cited by the learned counsel for the appellant, to contend that the business of the major port is handling of shipping and transport and not the construction of outer harbour, and that, therefore, any dispute concerning the construction of outer harbour is not the business of the major port, are beside the point, we shall deal with those decisions, later on more specifically. We are only pointing out here that the second part of the definition is satisfied, so long as there is an industrial dispute concerning a major port and not necessarily the business of such major port."

8. Now we shall examine the several decisions cited by the learned counsel for the appellant, who strenuously contended that it is incompetent for the Central Government to make any reference with respect to the industrial dispute, in question. He also brought to our notice that the question raised by him herein is not a mere academic exercise, but that, it has got serious consequences, in as much as it is likely to double the wage-bill of the appellant, which he would be entitled to pass on to the Port autho-

rities under the terms of the contract between him and the Port authorities. We may, however, point out that we are not impressed with the consequences which are likely to follow, according to the Counsel, if we uphold the reference; nor are we concerned with the terms of the contract between the appellant and the Port authorities. We are primarily concerned herein with the interpretation to be placed upon the definition of the expression "appropriate Government", occurring in the Act, having regard to the language used therein, and the relevant context."

33. Learned Counsel for the management submitted that the aforesaid ruling of the Andhra Pradesh High Court was concerned with a case where the appellant Construction company was a Contractor of the major Port and was engaged in a construction activity concerned with the major port, and therefore this ruling is not applicable to the facts of the present case. It is submitted, that in the present case, though the workmen of the company go to Port and do some work at the Port, like loading, unloading and as Tally clerks but this work is not concerned or connected with the "Port Work" in any way particularly in view of the fact that the company is engaged not business of loading or loading of the cargo, but is engaged in the business of Valuers, Surveyors and Assessors, rendering professional advice to its clients and it is in connection with such inspection assessment and survey of the cargo, that its employees visit the port and incidentally for this limited purpose, handle cargo or do the tallying job. In this connection, he has relied upon the affidavits of the witness of the management filed in two cases. It is submitted that the work of the company has nothing to do with Port work as such and therefore the Industrial dispute in question does not concern the Port at all and the ruling is not applicable.

34. On facts, I find that the ruling cited by Shri H. P. Sawant is distinguishable, but the ratio of the ruling proceeds on the basis of interpretation of the definition clause of "appropriate Government" which has been held to be in two parts. The first part of the definition would of course be inapplicable because the "industrial dispute" in question does not concern an industry carried on or render the authority of the Central Government. However, the second part of the definition would be attracted because the industrial dispute did concern a major port; the workmen in question were engaged in a major port and were performing a particular type of Port work. It is true that they could have been deputed elsewhere also, but the fact is what never were they so deputed and their functions were confined to work at the port. Viewed from this angle, the present dispute which is admittedly an industrial dispute would fall within the second part of the definition as analysed by their Lordship of the Andhra Pradesh High Court.

35. Learned Counsel for the Company vehemently contended that the dispute did not have any concern with the major Port and major port had nothing to do with the activities of the management. He submits that the activities of the company did not effect and are not connected with any of the affairs of the major Port and hence it cannot be said that the present industrial dispute concern a major port.

36. I have carefully considered the argument. The argument is on first blush attractive and plausible but when scrutinised carefully does not stand the test of reason.

37. Admittedly, the employees of the management are entering the major port and are discharging functions in the Major Port. Their presence in the major port is very much a matter of concern for the major port, even though it may not have to do anything directly with the legitimate activity of the company in question.

38. Before the Honourable Andhra Pradesh High Court, a contention was raised that there was no relationship of employer and employee between workman of the appellant and the Major Port and hence it was not a dispute concerning the major Port. The Lordship negatived the proposition and conceded that though the industrial dispute was not between the major port and its workmen, yet, the question at issue was whether it was an industrial dispute concerning the major port. Their Lordship referred to a judgment of Judicial Commissioner reported in (AIR 1956 Kutch 9) P. K. Pillai v/s. Burma Shell Oil Storage & District Co. wherein it had been held that if there was a dispute between people doing the port work and their workmen, it may well be a dispute concerning a major port.

In the present case, the company is definitely engaged in Port work though indirectly and for its principals, none the less it is doing Port work and if there is a dispute between the people doing the Port work and their workmen it would be a dispute concerning a major port.

39. Learned Counsel for the Union relied upon (1961) 1 LLJ 42 Tulsidas v/s. Jeejeebhoy in support of the contention that the Central Government is the appropriate Government in respect of a company doing work at Port though not for the Port. In this case, a partnership firm was running four departments :—

1. Clearing and Shipping Department.
2. Godown Department.
3. Insurance Department.
4. Godown Supervising and Controlling Department.

The employer retrenched some of the employees in the Clearing Shipping and Godown treating them as distinct and different industrial establishment. These two department carried on activities relating to a major port. The workmen contended that all the four department must be treated as one unit for the purpose of applying provisions of the section 25-G of the Industrial Dispute Act. The Central Government referred the dispute for adjudication. The validity of reference was challenged on the ground that the Central Government was not the appropriate Government and also on the ground that the reference included workmen employed in other activities not falling in any of the items mentioned in section 2(a) of the Act. Their Lordships negativing the contention held that the activities carried on in the two departments could be said to be concerning a major port and as the

dispute related to retrenchment in these two department the Central Government would be the appropriate Government for making the reference. The ratio appears to be that if an employer is engaged in industrial activity in a major port and an industrial dispute arises between the employer and the workmen, it could be a dispute concerning the Major Port.

40. Learned Counsel for the management has tried to distinguish this ruling on the ground that the petitioner partnership firm had itself accepted the position that the Central Government was the appropriate Government by serving the notice of retrenchment to the employees in the Forwarding and Clearing Department and godown department as also on the Central Government as the appropriate Government. It is submitted that in view of this fact, the ruling cannot be said to lay down the law that an employer doing some Port work is amenable to the jurisdiction of the Central Government for referring the dispute between the employers and its employees.

41. It is true that in the aforesaid case the employer had itself retrenched the workmen and had served notice on the Central Government as "appropriate Government" and therefore, it can be said that there was a concession on the part of the employer that the Central Government was the appropriate Government. However, apart from the said facts, it is apparent that the employer in the said case was engaged in Port work and the dispute pertaining to retrenchment was between the employer and the employee and thus it did concern the Major Port in which the employer carried on their activities.

42. In the present case admittedly the sphere of activity of the management extended to some work at the Port though it was for its principals and Clients. But for this reason, it cannot be said that its employees were not carrying out any Port work.

43. Learned Counsel for the Union has relied upon the Award passed by C.G.I.T.-2 Bombay in reference No. 16 of M/s. Seascan Services Pvt. Ltd., Bombay and their workmen in support of the preposition that in the aforesaid dispute Shri P. D. Apshankar, the then Presiding Officer of C.G.I.T.-2 held that the Central Government was the appropriate Government for the workmen employed by this very company in the major port of Bombay.

The aforesaid award does hold that the Central Government was the appropriate Government for referring the dispute between the Management of M/s. Seascan Services Pvt. Ltd., and their workmen, whose services had been terminated by the employer. I have gone through the said award and on the material before, it is proceeded to hold that the Central Government was the appropriate Government since that Government had referred the dispute and no material had been placed before it by the management to show that Central Government was not the appropriate Government.

44. In the present case, the management had tried to lead evidence to show that it was a professional company of Surveyors, Valuers, Assessors etc.

engaged in giving its opinion to its clients and principal and was not doing any work at the major port on its own and whatever activity was done at the major port was in connection with the work of its client and principals. May be it so, but none the less it is an activity which is being carried on at the major port and to my mind the "Industrial dispute" between the management and its employees is concerned with the major port. The word "concern" having a very wide meaning and amplitude, the dichotomy of the definition of the term appropriate Government recognised in 1977 Lab. IC 1199 Supra appears to take a correct view of the matter and hence inspite of the fact that the management in the present case was not engaged in any activiy on behalf of the Major Port or for the major port yet the industrial dispute between the management and its employees did concern the major port where the workmen were employed. Shri Naik took me through the documentary evidence filed by the management and pointed out that by Ex. M-1, the Government of India had treated a similar dispute between a similar employer and workmen as not within the jurisdiction of the Central Government for making a reference. True, that by letter dt. 02-9-85 did say that employees J. B. Boda Merno and General Survey Agency (Pvt) Ltd. were not dock workers and hence the Govt. did not find that case fit for making reference. In my opinion, Ex. M1 is only an expressior. of opinion, which stood rebutted by its own act in referring these disputes to this tribunal. Hence Ex. M1 is of no assistance to the management. Ex. M2 is a letter of Bombay Dock Labour Board dated August 5, 1977 granting it permission to carry out functions of Surveyors/Loss Assessors presumably in the dock. These two documents do not advance the case of the management. Ex. M3 is a letter of Dock Labour Board addressed to M/s. Seascan Services Pvt. Ltd permitting it to carry out survev and superintending work as enumerated in their letter dt. 16th Jan. 1984. Ex. M4 is the aforesaid letter whereby they sought permission to carry out the functions of surveyors in the Bombay Dock Labour Board. Now these documents only show that they were permitted to operate as Surveyors in the Dock Labour Board within the major port of Rombay but these facts do not demolish the position that the workmen before me were engaged by the management for discharging functions at a major port, and in this sense the dispute in question was an industrial dispute concerning a major port. Hence this issue is decided in favour of the Union and against the company.

45. Before I close the discussion on this issue I may refer to 1997 I CLR 292 Air India Statutory Corporation vs. United Labour Union and Ors. decided by the apex Court upon which Shri K.M. Naik relied upon in support of the proposition that Central Govt. was not the appropriate govt. in the present case. However, after having gone through the judgment Shri K. M. Naik himself conceded that the judgment was not of much assistance. In the present case because that case pertained to emplovement of contract labout for sweeping, cleaning, dusting and watching of the building owned and occupied by the Air-India Statutory Corporation and had nothing to do with the question raised before me.

46. Now, I may take up reference No. 57 of 1987 on merits. It is in the evidence of the workman Mr. P. J. Mathew that he was working with M/s. Seascan Services Pvt. Ltd. Mumbai in the capacity of Tally Clerk with effect from 4th January, 1982 and was in continuous employment of the company and was attending to the employer's work for loading, unloading, movement, storage, receipt and discharge of cargo in the major port of Bombay. According to him he had joined B.P.T. employees Union in 5th November 1986 and had played an active role in organising the workmen and therefore, the employer refused employment with effect from 16-1-1987 as an act of victimisation.

47. In cross-examination he admitted that the work of loading and unloading of the cargo was of fluctuating nature. He also admitted that whenever cargo was larger, there would be larger number of workmen and when the cargo was smaller then smaller number of workmen were employed and he further admitted that wages were paid each month depending upon work done. If on any day, work would be available or not, he would be going to office and enquire in this regard and his supervisor would tell him if work was available or not. He has further admitted that workmen were being paid only for days on which they work. He was asked to give break up for the wages paid to him for different months in 1986 and he has given details showing that wages were actually paid for the days for which the workmen had worked for the company. Learned Counsel for the management relying upon this admission submitted that the employment of workman Shri Mathews was not continuous and uninterrupted; rather he was employed whenever work was available for him and he had to remain unemployed when work was not available. He submits that in such a case, there was no termination or retrenchment and provisions of section 25-F of the Industrial Disputes Act were not required to be complied with. He has submitted that the workman himself stopped reporting for work and therefore no case of reinstatement has been made out so far as Mr. Mathew is concerned.

48. Learned Counsel for the Union contends that the workman Shri Mathew had worked for more than 240 days in a year preceding his termination and it is wrong to suggest that he had stopped reporting to work. He submits that provisions of sec. 18 of the Bombay Shops and Establishments Act, 1948 were attracted in the present case. Section 25-B of the Industrial Dispute Act defines "Continuous Service" and the case of Mr. Mathew would fall within sub-section 1 of the said section. He submits that cessation of work by the workman was not due to any fault or on his part and hence he must be treated to be in continuous service even for the day on which work was not available.

49. As against this, Shri Naik Submits that "Cessation of work" has to be distinguished from non-availability of work. A cessation of pre-supposes existence of the work but stoppage thereof due to diverse reasons in the present case, it is not possible to say that there has been cessation of work rather the work itself was not available and hence it cannot be said that Mr. Mathews has been in continuous service of the

management for 240 days in a year preceding the alleged retrenchment or termination.

50. I have given my earnest consideration to the rival contentions. Section 25-F of the Industrial Disputes Act reads as follows :

"25-F Conditions precedent to retrenchment of Workmen : No workmen employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice;
- (b) the workman has been paid, at the time of retrenchment compensation which shall be equivalent of fifteen days average pay (for every completed year of continuous service or any part thereof in excess of six months); and
- (c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette).

A bare reading of the section goes to show that it applies when a workman has been in continuous service for not less than one year under an employer unless the conditions mentioned in the section are complied with. Section 25-B reads as follows :

"25-B Definition of Continuous Service . For the purpose of this Chapter --

- (1) A workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lockout or a cessation of work which is not due to any fault on the part of the workman;
- (2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—
 - (a) for a period of one year if the workman during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—
 - (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and—
 - (ii) two hundred and forty days in any other case ;

- (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—
- ninety five days, in the case of a workman employed below ground in a mine, and
 - one hundred and twenty days, in any other case.

Explanation : For the purposes of clause (2) the number of days on which a workman has actually worked under an employer shall include the days on which—

- he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946) or under this Act or under any other law applicable to the industrial establishment;
- he has been on leave with full wages earned in the previous years;
- he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and
- in the case of a female, she has been on maternity leave; so however, that the total period of such maternity leave does not exceed twelve weeks".

51. Shri Sawant submits that by the fiction of law under sub-section 25-B the workman shall be treated to have worked continuously since he had actually worked under the management for 240 days.

52. Section 25-B of the Industrial Disputes Act gives an artificial definition of continuous service with a view to protect the workman from exploitation. Sub-section 1 of this section simply says that a workman is said to be in continuous service for a period of he is, for that period in uninterrupted service including service which may be interrupted, on account of sickness or unauthorised leave or accident or strike which is not illegal or lock out or cessation of work which is not due to any fault on the part of the workman.

53. Now cessation of work does not necessarily imply the availability of work. Cessation of work may be for diverse reasons and non-availability of work may be one of the reasons for cessation of work. Hence in my opinion the pauses in work of Mr. Mathew for availability of work with the employer shall not interrupt the services of Mr. Mathew and Mr. Mathew shall be said to be in continuous service of the management. Moreover, sub-section 2 of the section creates another fiction. According to this, where a workman has worked for a period of one year or six months he shall be deemed to be in continuous service under a employer for a

period of one year during the calendar of 12 months preceding the date for which the calculation is to be made, as actually worked under an employer for not less than 190 days in the case of workmen employed below ground in mine. (ii) 240 days in any other case.

54. Admittedly, the employer is registered as a Commercial Establishment under the Bombay Shops and Establishment Acts 1948. Section 18 of this Act made it obligatory for the management to pay wages to employees employed on daily wages for the days on which the establishment remained closed.

55. This very section made it mandatory for the establishment to remain closed at least on one day of a week. The management in its letter dt. 1st September '87 addressed to Mr. K. G. Kandagule, Asstt. Commissioner of Labour mentioned that Mr. P. J. Mathew had worked for them from January 1986 to December 1986 for 225 and half days. A copy of the said letter has been placed on record by the Union and its correctness has not been challenged before me. Mr. M. K. Vishwanath has admitted in his cross-examination that the workman in question was temporary and hence there was no question of paying for holidays. This goes to show that the workman was not paid for holidays and no paid holidays were allowed to him. The minimum paid holidays in a year would come to 48 days and if this period is added to the days actually worked by Mr. P. J. Mathew as shown in the aforesaid document, the total number of actual days for which the workman worked was entitled to be paid, comes to 273-1/2 days within the preceding 12 months of the alleged termination of retrenchment. Hence, I find that Mr. Mathew had worked for more than 240 days in preceding 12 months from the date of alleged termination/retrenchment.

56. Here, I may consider the contention that there was no retrenchment and the workman had himself stopped reporting for work on this question. A question was put to Mr. P. J. Mathew that he had stopped coming for work. The workman has refused this suggestion stoutly in his cross-examination. It has come out that he was required to go to office and enquire about the work daily and it was Supervisor Mr. Ashle who would tell if work was available or not. This Mr. Ashle has not been produced by the management who could have best rebutted the statement of Mr. Mathew. Mr. M. K. Vishwanath has of course filed his affidavit in rebuttal of the case of the Union. He had generally said that "I deny it (Co.) the termination of the said employees and hence there was no question of following the provision of section 27 of the Industrial Dispute Act. He has further stated that one Mr. P. J. Mathew at Sr. No. 2 was not made permanent because he was not interested in work, as he did not enquire as a casual person about the work after he last stopped coming for work.

57. He later on says for all the employees generally that "In fact they have not been presenting themselves for employment and therefore, I say that there is no case for the present dispute. In his cross-examination he has stuck to this story. Actually he could not be expected to own that the workman was reporting for

duty and his services had been terminated. Thus, there is Oath versus Oath I have no valid reason to discard the statement of the workman as against the statement of Vishwanath particularly when Supervisor Mr. Ashle has not been produced.

58. It does not stand to reason that a person serving in a concern for number of years would stop attending to his job for no rhyme or reason. It is an admitted position that Mr. P. J. Mathew had been working for the company since 4-1-82 and worked till 14-12-86. I, therefore, find the statement of Mr. P. J. Mathew quite reliable and hold that his services had in fact been terminated and retrenched.

59. In the factual background it was obligatory on the part of the company to comply with the provisions of section 25-F of the I.D. Act and to pay to the workman notice pay in lieu of notice and retrenchment compensation. Since this has not been done, the retrenchment of Mr. P. J. Mathew is void ad-initio and his claim for re-instatement deserves to be accepted. I am supported in my view that the Sundays and another holidays can be taken into account in computation of actual working days by a judgment of the apex Court in 1986 Lab. IC 08 Workman of American Express international Banking Corporation. I am further supported in my view by judgment of Rajasthan High Court reported in 1996 CLR 1128 Chief Engineer, Irrigation Vs. Kamlesh & Ors.

60. Shri J. P. Sawant strenuously contended that this tribunal should direct the company to absorb Mr. Mathew on a permanent basis or in the alternative to treat Mr. Mathew as a permanent employee of the company. I am unable to accept this contention. The dispute referred to this tribunal does not comprehend this particular dispute regarding Irrigation Vs. Kamlesh & Ors.

61. I may mention here that the case of workman cannot be treated as one of abandonment of job. The workman was never given any notice to resume the work nor any inquiry was made with regard to alleged abandonment of work by the workman. The management has cleverly avoided using the word 'abandonment' and has instead said that the workmen had stopped coming for work which clearly amounted to saying that the workman had abandoned his job. A hair splitting argument was made by Mr. Naik that in the circumstance of the case, it could not be said that there was abandonment and hence the law applicable to abandonment could not be applied. I regret my inability to agree with this view. In 1988 II CLR 287 Rajendra Prasad B. Nayak Vs. The Bombay High Court has taken a view that in a case of abandonment of service the employer has to give a notice to the workman calling upon him to resume his duties and also to hold an enquiry before terminating his services on that ground. Same view has been taken in 1988 I CLR 38 Gaurishankar Vishwakarma. It does not appear in the present case the management has taken any steps to ask the workman to resume his duties.

62. Now remains the question of back wages which should be paid to the workman. It has been

contended on behalf of the management that the workman remained gainfully employed after he had left the job of the company. The workman stated in his cross-examination that after his termination he was employed in the shop of his brother since Jan' 1987 and he was working as a Waiter in the said shop and his brother was paying him Rs. 500/- p.m. He admitted that for last one and half year prior to the date of cross-examination on 18-4-96 he is being paid Rs. 1000/- p.m.

63. Learned Counsel for the Union contended that the workman cannot be denied back wages and in this connection he has relied upon 1984 (49) FLR 424 Rajendra Kumar Kindra. I have considered the rival contentions. In my opinion Rajendra Kumar Kindra's case has no applicability to the facts of the present case. Workman Mr. Mathew is entitled to be re-instated and the back wages shall be calculated at the rate of which he was last paid his wages. Against this amount shall be adjusted, the salary he had been receiving under his new employer. The arrears of wages shall carry interest at the rate of 14 percent p-a.

63-A. The Management pleaded that the settlement had taken place between the Union and the Management in the Office of State Conciliation Officer and a Memorandum of Understanding had been worked out which was binding on the Union and hence no relief can be granted to the workman and as such the Union and/or the workman is understanding was signed on behalf of the Union by Shri Jayaprakash Sawant himself who has signed the present Statement of claim on behalf of the workman and as such the Union and/or the workman is stopped from raising the said issue before the said tribunal.

On behalf of the Union it has been submitted that the memorandum of understanding was signed but the present workman Mr. Mathew was not bound by the settlement since the settlement was not recorded during the conciliation. In this context, he relies upon the provisions of Section 18(3) of the Industrial Disputes Act.

I have gone through the memorandum of understanding dated 1st October 1987 Ex-M1. It does not recite that it was signed during conciliation and before the Conciliation Officer. This memorandum of understanding speaks of reinstatement of six workmen mentioned in para 1 of the memorandum of understanding. In para 2 it speaks with regard to 4 other workmen. There is nothing to show that any settlement had been arrived at qua. The present workman Mr. Mathew whose case is alone being espoused, I, therefore, find that Ex-M.5 was not binding upon Mr. Mathew who was not a party to the settlement. Therefore, the contention raised on behalf of the management cannot be accepted.

64. Now, I may take up the reference No. 25 of 1989. The legal position which has been shown above in connection with Mr. Mathew's case need not be repeated by me. Suffice it to say that according to Mr. Dhale he joined service on 1-9-85 and his services were terminated on 14-9-1987.

Mr. Harish Chandra Yadav joined his services on 12-4-1986 and his services were terminated on 28-9-1987. Mr. Dilip Gaikwad joined services on 20-3-1986 and his services were terminated on 20-9-1987. The case of the management appears to be that these employees had worked for some days in the month of October also. Therefore, they had been paid wages for the month of October and the reference and the statement of claim wrongly mentioned the alleged dates of termination of services of these persons and therefore the reference is bad. The explanation by the workmen is that certain balance payments for the month of September remained to be made and that was done in the month of October 1987 and their signatures were received on such payments. There is no reason to doubt this explanation advanced by the three workmen. For how many total days, in 12 preceding months each one of these employees worked could have been best shown by the management as MW-1 Shri M. K. Vishwanath categorically admitted that they were maintaining the attendance register and the names of the three workmen concerned in the dispute were borne in that register. It cannot be expected of the workmen to state exactly for how many days in 12 calendar months preceding the alleged termination, they had worked with the management. The attendance register was the best evidence in this regard. Mr. Vishwanath has admitted "I cannot say if each one of the workmen prior to the last day of working had worked for 240 days in a calendar year or not."

65. On behalf of the Union an abstract has been filed after inspecting the record of the management the correctness of which has not been challenged before me. A copy of the said abstract was delivered on 12-3-1997 before filing it on the Court on 16-6-1997. It appears that none of these workmen had been paid for the holidays for which payments were obligatory under law. If 48 days in 12 preceding calendar months on account of weekly holidays are included and computed, the actual working days of the each workmen for which each one of them had worked comes to more than 240 days within 12 months preceding the date of retrenchments.

66. In the case of these workmen also Shri Naik contended that they had stopped work and they had themselves avoided working for the management. This contention is devoid of any merit because Mr. M. K. Vishwanath in his cross-examination dated 10-7-1997 categorically admitted "That the workmen were refused work. They approached the Asstt. Labour Commissioner (C) and there is a dispute. They raised the dispute in the year 1987". This admission categorically goes to show that the workmen had not stopped coming on their own and their services were retrenched. I may here state that an oral retrenchment is as good as any other retrenchment under the Industrial Disputes Act, 1947 Section (oo). Retrenchment is comprehensive enough to cover any action of management to put an end to the employment of a employee for any reason, whatsoever. Reference may be made in this regard to Judgment Today 1993 (3) Supreme Court 617 D. K. Yadav V/s. M/s. J.M.A. Industries Ltd.

The same view has been followed by learned single judge of Rajasthan High Court in 1993. I CLR 205 Oriental Bank of Commerce v/s. Presiding Officer, Central Government Industrial Tribunal and Anr.

67. Hence, I find in this case also that all the three workmen had put in work for more than 240 days within 12 calendar months preceding their retrenchment.

68. Admittedly, there was no compliance with the provisions of 25-F of the I. D. Act and therefore the retrenchment is wholly void and bad in law and the three workmen deserve to be reinstated.

69. In case of Harish Chandra Yadav it has been brought out in his cross-examination that he worked for Ericsson and Richards upto 1992 and said that his wages are between 400 to 500 rupees. He has further stated that he worked with his Brother who was paying him Rs. 700-800 for last one year. He has also stated that he has remained idle till he got job with Ericsson Richards. Again, when Ericsson Richard terminated his job he remained idle till he got a job with his Brother. To my mind the workman is entitled to his back wages through out, at the rate he was last paid by the management after adjusting the wages he received under Ericsson Richards and under his Brother with interest @ 14 % p.a.

70. In the case of Hira Lai Dhale he has stated that after October 1987 he remained completely idle and is idle till today. He was cross-examined to say that he was having a Bank account, implying thereby that he must have been gainfully employed. He brought his pass-book and there was a single entry of Rs. 1056.75 paise by cheque for the entire period, he has been idle. From this, it is difficult to conclude that he was gainfully employed with some other firm and I have no option but to accept his statement that he remained idle since his illegal retrenchment. He is further entitled to be reinstated with back wages through out, at the rate he was last paid by the management, with interest @ Rs. 14 % p.a.

71. Coming to the case of Shri Dilip Gaikwad he has stated that he was working with his father who is a petty Contractor. But his father was not paying him any wages but took care of his expenses. There is no reason to doubt statement of this workman as well. The case of this workman is consequently covered by the dictum of the Apex Court in Rajendra Kindra (supra). He is entitled to reinstatement with back wages at the rate he was paid last by the management with interest @ Rs. 14 % p.a.

Award is made accordingly. In both the cases the Union will get its costs from the management which are quantified as Rs. 2000/- per case. In both the cases the workmen shall be reinstated forthwith.

72. Before parting with the two matters, I would like to record my appreciation for the valuable assistance rendered to me in disposing of the two old matters by S/Shri J. P. Sawant, K. M. Naik and Sanjay Dulapkar, learned counsel for the parties.

who put in their best in marshalling the evidence led before me and in analysing the law applicable to the two cases.

R. S. VERMA, Presiding Officer

नई दिल्ली, 24 सितम्बर, 1997

का०आ० 2713.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार महानगर टेलीफोन नियम लिमिटेड, मुम्बई के प्रबन्ध सत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, मुम्बई-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-97 को प्राप्त हुआ था।

[मंज्या पा०-40011/17/90-आई०आ०२० (डॉ०३००)]

कृ०वी०बी० उणी, इंस्पेक्टर अधिकारी

New Delhi, the 24th September, 1997

S.O. 2713.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Mumbai-2 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mahanagar Telephone Nigam Limited, Mumbai and their workmen, which was received by the Central Government on 24th September, 1997.

[No. L-40011/17/90-IR(DU)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice R. S. Verma, Presiding Officer.
Reference No. CGIT-1/42 of 1991

PARTIES :

Employers in relation to the management of
MTNL, Bombay

AND

Their workmen.

APPEARANCES :

For the Management—Mrs. Smita Mhatre,
Advocate.

For the Workmen—Mr. M. B. Anchani,
Advocate.

STATE : Maharashtra.

Mumbai, the 10th day of September, 1997

AWARD

1. The appropriate Government, by its letter dated 19th April, 1991 has referred the following dispute for adjudication to this Tribunal :

“Whether the management of Mahanagar Telephone Nigam Limited, Bombay in relation to its Byculla Telephone Exchange Departmental Canteen, Bombay, were justified in terminating the services of (1) S|Shri Venugopal, Halwai (2) D. T. Howal, Tea Maker (3) B. R. Patil, (4) R. K. Mane, (5) P. G. Javir, Bearers w.e.f. 15th June, 1989; and denying to extend the recommendations of IVth Pay Commission as per Supreme Court Interim Order followed by directives from Directorates of Canteens under O.M. No. 3.2.10.86 Director (C) dated 24th November, 1986 ?”

2. The cause of the workmen named above has been espoused by General Secretary, Telephone Canteen Employees Association who filed a statement of claim on 9th August, 1991 inter alia pleading that the Telephone Exchange at Byculla had in June 1989 about 1000 employees working on 5 floors of the Exchange Building. The Exchange functioned for all the 24 hours in different shifts. To cater to the needs of the employees of the Exchange, there was a departmental canteen in existence for more than 10 years. Under the orders of Hon'ble the Supreme Court, the employees of the departmental canteen were entitled to same wages and emoluments, to which the staff of the department were entitled to. The Directorate of canteens of Government of India issued necessary directions in this regard. To avoid making of these payments and arrears, the Manager, Telephone Nigam Ltd. abruptly terminated the services of the aforesaid employees allegedly that there was no departmental canteen and no employees were employed. The case of the Union is that in fact a Departmental Canteen did exist and the said employees were employed in the said canteen for more than ten years. Yet, the officers of the Telephone Nigam, to flout the directions of the Supreme Court intentionally and mischievously terminated the services of the said employees. Upon such premises, the union prayed for reinstatement of the employees in question, alleging violation of provisions of Section 25F of the I.D. Act and also prayed for grant of full back wages and all consequential benefits.

3. The management has opposed the claim, inter alia denying the existence of a departmental canteen for more than 10 years as alleged and has also denied that the workmen in question were ever in employment of such a canteen. It was pleaded that the claim was an attempt to secure employment in a Government organisation.

4. At a later stage, the management also challenged the jurisdiction of this Tribunal to hear the matter. The objection to jurisdiction was disallowed by order dated 29th July, 1997 on the simple ground that union did not claim that the workmen in question were regularly appointed Government servants under any Rules or Regulations.

5. Now, the questions that fall for determination are as follows :

- (1) Whether there has been any Departmental Canteen in existence for more than ten years as alleged and if so, whether the workmen in question were employees of such a canteen ?
- (2) Whether the services of the workmen in have been terminated in violation of provisions of Section 25F of the I.D. Act ?
- (3) Relief to which the claimants are entitled to.

6. The Union in support of its case has examined UW-1 Dilip Howal and UW-2 Ravindra Mane. In rebuttal, the management has examined MW-1 D. C. Ghosh. The parties have filed some documents, reference to which shall be made at proper place.

7. I have heard the learned counsel for the parties and have perused the record. The first and foremost question in this case is that whether there had been a departmental canteen in existence for more than 10 years as alleged. MW-1 Mr. D. C. Ghosh has categorically stated on the basis of knowledge derived from record maintained in office that there never existed a Departmental Canteen in the Byculla Exchange. He was cross-examined at length and has maintained that he did not find any record about there being a departmental canteen in Byculla Exchange. To my mind, if a departmental canteen would have been in existence for more than 10 years in the Byculla Exchange, there would have been definitely some record to show allocation of budget and other things for such a canteen. Mr. Ghosh has admitted that though the strength of staff of Byculla Exchange was about 1000 employees, yet there was no departmental canteen. He has stated that there existed and exists a hall, used as tiffin room. The employees used to bring their own tiffins and sit in the hall. He also stated that the department had issued identity passes to some outsiders, who used to come to supply tea and snacks to the employees as and when such tea and snacks were ordered by the employees. He has further categorically stated "we maintain salary registers of our employees but the aforesaid workmen were not our employees. Accounts Office maintains salary Registers. In our department, all appointment orders are issued in

writing". He has further stated that "there was a staff welfare committee. There might have been meetings of this committee to start a departmental canteen but the proposal never matured". It may be stated that this witness claims to have been in Byculla Exchange since 1988 and if really there would have been a Departmental Canteen in existence as alleged till June, 1989, he would have known this fact. This witness has really no reason to make such a statement against the interests of the workmen herein.

8. In this back ground, I may examine the evidence of the union. Of course, the two witnesses Dilip Howal and Ravindra Mane have deposed that a departmental canteen existed in the Byculla Exchange since 1978 and Dilip Bhowal joined the same as a tea maker in 1978 and Ravindra Mane joined the same in 1980 as bearer but it is to be remembered that no appointment letters in writing have been placed on record to support their respective claims. A pass card has been produced by Dilip Howal issued by the A.E. M.T.N.L Ltd. which recites "Canteening work" and appears to have been issued for March to December, 1988. But, this does not state the designation of Bhowal, though there is a column for designation. The expression 'canteening work' is compatible with the situation described Mr. Ghosh that outsiders were permitted to bring tea etc. The next document is a postal acknowledgement dated 9th January, 1993 showing address of Bhowal as Byculla Telephone Exchange (Canteen). Admittedly, on the showing of the union itself, the workmen had ceased to work on the canteen since 15th June, 1989. Hence, this document is of no assistance to the workman and appears to have been obtained to bolster his claim. One more document purporting to be a subscriber card for 1990—1994 was also placed on record. This has also no bearing on the facts of the case.

9. The oral statements of the two witnesses are not convincing and can not be accepted in face of evidence of Mr. Ghosh. Both the workmen are interested in getting permanent jobs in an organisation, where they were never employed on any regular or even ad-hoc basis.

A copy of ration card issued in May 1992 was placed on record but it has again no relevance to the period in dispute. Other two documents pertaining to grant of ad-hoc bonus etc. were issued in 1991. The next document is a notice for conciliation proceedings issued by ALC(C)-cum-conciliation officer, Bombay and the next document is the reply of the management to the said notice, which specifically recites about non-existence of any departmental canteen at Byculla Exchange. It's enclosure, the minutes dated 29th April, 1987 show that on that date in a meeting of the Byculla Telephone Exchange Staff, it was proposed to start

a departmental canteen. If it were so, then the case of the union is completely falsified that a departmental canteen was being run since 1978.

10. The reply of the M.T.N.L. filed before the Conciliation Officer and placed on record by the learned Advocate for the union also bears out this position.

11. The union filed as many as 11 documents on 23rd July, 1993. None of these documents goes to establish that in fact a departmental canteen was being run at Byculla Exchange from 1978 onwards. Ex. W-1, Ex. W-2, Ex. W-3 and Ex. W-4 are the self-serving letters of the union addressed to A.L.C. (Central) and do not advance its cause at all. Ex. W-5 purports to be a certificate said to have been issued by 149 and odd employees of the Byculla Exchange, to the effect that M/s. Venugopal, D. T. Howal, R. K. Mane, B. R. Patil and P. G. Javir had been working in the Departmental Canteen of Byculla Exchange for more than one year. What was the occasion for issuing such a certificate is not clear. None of the signatories of the said document have been examined to prove the correctness of the contents of the said document and it appears to have been procured just to bolster up the case of the union. Ex. W-6 is a tender notice issued by M.T.N.L. inviting tenders for running a canteen at Byculla Exchange. Ex. W-7 is notice of A.L.C. (Central) reference to which has already been made. Ex. W-8 is again a self-assertion of the union. Ex. W-9 to Ex. W-11 pertain to revision of salaries in respect of employees of a departmental canteen.

12. From the evidence on record, the union has failed to establish that a departmental canteen was ever being run at Byculla Exchange and the workmen concerned were ever appointed at such a canteen.

13. Shri Anchan vehemently contended that R. K. Mane stated that he was appointed by one Mr. Rose, a Divisional Engineer of M.T.N.L. Likewise Dilin Howal stated that he had been appointed by Ramkrishna, Assistant Engineer of Byculla Exchange. He submits that both these officers could have been examined by the management and an adverse inference should be drawn due to their non-examination. Mrs. Mhatre contends that about Mr. Ramkrishna, it is not known if he is alive at all. Likewise, the whereabouts of Mr. Rose are not known as denoted to by Shri D. C. Ghosh and hence no adverse inference can be drawn. Moreover, it was for the workmen to establish that they had been appointed as claimed. No written appointment letters are forthcoming and hence, if the union so wanted, it could have examined these two witnesses. I find that the argument is correct and cogent. No adverse inference can be drawn when even the whereabouts of these

persons are not known. Moreover, union could also have examined them.

14. From the evidence on record, I find that the union has failed to substantiate its claim that a departmental canteen was being run at Byculla Exchange since 1978 by M.T.N.L. and that workmen in question had been employed as claimed. Hence, the theory of alleged retrenchment fails to the ground. The workmen are not entitled to any relief, whatever as it has not been established that they were employees of M.T.N.L. at any point of time. The claim is rejected with costs. Award is made accordingly.

R. S. VERMA, Presiding Officer

नई दिल्ली, 25 सितम्बर, 1997

का.आ. 2714.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के प्रत्यासरण में, केन्द्रीय सरकार मै. बी. पी. सी. एल. के प्रबन्धतत्व के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निश्चिट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण (सं.-1), मुख्य के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24/9/97 को प्राप्त हुआ था।

[सं. एल-42011/7/93-प्राई.आर. (विविध)/(कोल-1)]

ब्रज मोहन, डेस्क मधिकारी

New Delhi, the 25th September, 1997

S.O. 2714.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No.1), Mumbai as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of M/s. B.P.C.L. and their workmen, which was received by the Central Government on 24.9.97.

[No. L-42011/7/93-JR(Misc.)/(Coal-I)]
BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESIDENT :

Shri Justice R. S. Verma, Presiding Officer.
REFERENCE NO. CGIT-61 OF 1994

PARTIES :

Employers in relation to the management of B.P.C.L.
Ballard Estate, Bombay.

APPEARANCES :

For the Management : Shri A. M. Pota, Advocate.
For the Workman : Shri M. B. Anchan, Advocate
Shri Satish Kumar Nair.

STATE : Maharashtra.

Mumbai, dated the Ninth day of September, 1997

AWARD

1. The Government of India has referred the following dispute for adjudication to this Tribunal.

"Whether the action of the management of Bharat Petroleum Corporation Ltd., Bombay in awarding four days suspension to Shri Chandra Shekhar S. Patil is legal and justified ? If not, to what relief the workman is entitled to ?"

2. Both the parties have filed Settlement and Annexure 'A' there to. The settlement and the Annexure has been verified. The settlement and the Annexure are just and fair in the circumstance of the case and the matter is adjudicated in terms of the settlement and Annexure 'A' thereof, which shall be a part of the Award. Parties shall bear their own cost.

R. S. VERMA, Presiding Officer

नई दिल्ली, 25 सितम्बर, 1997

का.आ. 2715.—ओद्योगिक विवाद प्रधिकार, 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में इंडियन एयरलाइंस के प्रबन्धनालय के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक प्रधिकारण भुवनेश्वर के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-9-97 को प्राप्त हुआ था।

[स.एल-11012/20/92-आई.आर(विवाद)/आई.आर(सी-I)]

त्रिमुख समूह, दैस्क शिक्षार्थी

New Delhi, the 25th September, 1997

S.O. 2715.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employees in relation to the Management of M/s. Indian Air Lines and their workmen, which was received by the Central Government on 24-9-97.

[No. L-11012/20/92-IR (Misc.) IR (C-T)]
BRAJ MOHAN, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL ORISSA

BHUBANESWAR

PRESENT :

Sri M. R. Behera, O.S.I.S. (Sr. Branch),
Presiding Officer, Industrial Tribunal,
Orissa, Bhubaneswar.

Industrial Dispute Case No. 17 of 1993 (Central)
Dated; Bhubaneswar, the 15th September, 1997.

BETWEEN

The management of M/s. Indian Airlines.
House No. 79, Chittaranjan Avenue.
Calcutta-700012.

.First Party-management.

AND

Their workman Sri Saranadhar Sasimal,
At P.O. Kantapal, Via : Analbarani,
Dist. : Dhenkanal, Orissa.
.Second Party-workman.

APPEARANCES:

Sri J. B. Patnaik, Advocate—For the First Party-management,

Sri B. C. Bastia, Advocate—For the Second Party-workman.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them by clause (d) of sub-section (1) of Section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the following dispute for adjudication by the Tribunal vide their Order No. L-11012/20/92-IR (Misc.), dated 19-4-1993 :—

"Whether the action of the management of Indian Airlines is justified in disengaging Shri Saranadhar Sasimal, Caretaker, Holiday Home, Puri ? If not, to what relief he is entitled to ?"

2. Sri Saranadhar Sasimal, the second party-workman, filed his claim statement on the averment that:

Originally the Indian Airlines and Air India were functioning jointly. Both the organisations had established a Holiday Home at Puri as their holiday resort.

By letter dated 10-12-70 the second party-workman was appointed as the Caretaker for Holiday Home-Puri at Rs. 110 per month for a year and continued as such till 30-9-72. In the meantime in 1972 Air India was separated from Indian Airlines, whereafter the Holiday Home, Puri came under the exclusive control and supervision of Indian Airlines. As before by letter dated 4-8-73 the second party-workman continued as the Caretaker with the same terms and conditions till 31-10-77.

By letter dated 27-10-77 the service of the second party-workman was extended for a period of three years with a pay of Rs. 250 per month. By such extension of the period of appointment, the first party management extended the period till 1989 by which time the pay of the second party-workman was enhanced to Rs. 300 per month. After 1989 the first party-management did not renew the service of the second party, but the second party-workman continued to discharge his duty as the Caretaker and made representation on 13-8-90 for enhancement of his wage. The first party-management terminated the service of the second party workman by letter dated 30-4-91. From 1-5-91 the second party-workman was dispensed from service and in his place one S. K. Sen was appointed as the Caretaker. Several representations preferred to the first party-management remained unaffected. The first party-management did not pay any heed to the consistent representation although the second party-workman had completed 21 years of service under the first party-management. In the conciliation proceeding the first party-management took a stand that the second party-workman was appointed as a contractor and has not discharged the work of an assigned post.

The second party-workman was not given any prior notice of retrenchment or any money in lieu of such

notice and has also not been paid his retrenchment dues.

3. M/s. Indian Airlines, the first party-management, filed its written statement on the aforesaid that:

The second party-workman was engaged as a Caretaker in Holiday Home at Puri, but vide letter No. 4890 dated 27-10-77 or the first party-management a contract was entered into for the caretaking arrangement between the employer and the second party-workman. The contract was extended from time to time with enhanced consideration. The last renewal of the contract was made vide letter No. 5345 dated 1-1-87 for a period of three years effective from 1-1-87 for a consideration of Rs. 800 per month. This contract, however, was not terminated formally on expiry of its validity period.

Holiday Home, Puri has been taken-over by the first party-management under a lease agreement from the owner of the premises. The lease was renewed from 1-1-1990 with the condition that the landlord S. K. Sen will take over the caretaking job. On the assignment of the 'caretaking' job to the landlord S. K. Sen, the contract subsisting with the second party-workman was terminated with effect from 1-5-1991. In recognition of the long association of the second party-workman with the first party-management, the second party-workman was paid Rs. 10,800 inclusive of the one month's consideration of the second party-workman. It is not a case of retrenchment. The second party-workman has no case. The reference is not maintainable in its present form.

4. On the rival contentions of the parties, the following issues have been framed :

ISSUES

- (1) If the action of the management of Indian Airlines is justified in disengaging Shri Sarangadhar Sasimal, Caretaker, Holiday Home, Puri ?
- (2) To what other relief, if any, the workman concerned is entitled to ?
- (3) Whether the reference in its present form is maintainable ?

ISSUE NO. 3 :

5. The first party-management has challenged the maintainability of the present reference, for that the second party-workman being an individual, the reference of this dispute is misconceived, and that, Holiday Home, Puri is not an 'industry' within the scope of Section 2(j) of the Industrial Dispute Act, besides this is not an 'industrial dispute' within the scope of Section 2(k) of the Industrial Disputes Act.

6. Before approaching the problem set forth by the learned Advocate for the management, on the facts of this case, the second party-workman was given a casual appointment as a Caretaker in Holiday Home, Puri as much back as in 1970. Time and again the term of employment of the second party-workman was extended, and, unilaterally vide Ext. 11 the second party-workman was proposed to

continue as Caretaker but on contractual basis, and ultimately, the second party-workman was disengaged on 30-4-1991 vide Ext. 19.

M.W. No. 1 in para 5 has said "maintenance of Holiday Home by Indian Airlines is a welfare measure to its employees". Indian Air Lines is certainly an 'industry' within the scope and purview of the Industrial Disputes Act. To satisfy the wishes and wants of the employees of Indian Airlines the management had set-up the Holiday Home, Puri which was functioning as an ancillary to the main industry. Holiday Home, Puri assumed the status of an 'industry' within the scope of Section 2(j) of the Industrial Disputes Act read with Section 2(k) of the Industrial Disputes Act. To elucidate further on the scope of Section 2(k) of the Industrial Disputes Act, it is preferable to quote Section 2(k) of the said Act :

"Industrial dispute" means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment

or with the conditions of labour, of any person."

(underline supplied by this Tribunal).

'Person' has not been defined in the Industrial Disputes Act. The use of the word 'person' in the context seem not exhaustive, but is an inclusive one. Therefore, the concept of 'person' can be interpreted in the light of the legal system. In the General Clauses Act, 1897 in Section 3(42) 'person' has been defined. By this definition, 'person' shall include any company or association or body of individuals, whether incorporated or not. In Webster New World Dictionary, 3rd College Edition, 'person' means, a human being, esp. as distinguished from a thing or lower animal, individual man, woman, or child, now usually pluralized as people, which formerly was used only to indicate an indefinite number of persons." From all this it can be gathered that the word 'person' is to be used in both singular and plural sense. On the contextual aspect of the under-lined word 'person' in Section 2(k) of the Industrial Disputes Act, after the incorporation of Section 2-A in the Industrial Disputes Act, the dismissal/discharge/retrenchment of individual workman shall be termed also as in 'industrial dispute'. Therefore, the contrary contention advanced by the learned Advocate for the management has not impressed this Tribunal to take any other view except holding that the instant case is an 'industrial dispute' between the first party-management and the second party-workman.

ISSUE NOS. & 2

7. On perusal of Exts. 1, 2, 4, 5, 6, 7, 8, 9 & 10 it cannot be denied that the second party-workman was not appointed as the Caretaker in the organisation of the first party-management. It transpires from Ext. 11 that the second party-workman was proposed to enter into a contract with the first party-management for the work assignment of 'caretaking' of Holiday Home, Puri. Since after 27-10-77, the first party-management impressed upon the second party-workman in all their communications (Exts. 12, 14, 15, 16, 17, 18 & 19 and Exts. C, C|1, E, K, I, & M) that the wage paid to the second party-workman is a consideration for the contract entered into by the second party-workman with the first party-management. Since after the origin of Ext. 11 on 27-10-77 the second party-workman also entered into several correspondence with the first party-management attributing himself as the contractor, Holiday Home, Puri. Such documents are Exts. D, F, F|1, F|2, F|3, F|4, F|5, F|6, F|7, F|8, F|9, F|10, F|11, F|12 and F|13.

It is peculiar that Ext. 13, a document of insurance, has originated on 22-10-82 i.e., after the origin of Ext. 11, Ext. 11 is dated 27-10-77, wherein the second party workman has been proposed to work as a contractor, giving a good bye to his casual job of Caretaker. In this Ext. 13 Indian Airlines has been reflected as the insured for the employee S. D. Sasimal and the occupation of S. D. Sasimal has been shown as the Caretaker. Without the consent and active participation of the first party-management such document (Ext. 13) could not have seen the light of the day. Even if the contractual envisagement purported to be in force after the origin of Ext. 11 between the parties, but nevertheless the first party-management by Ext. 13 treated the second party-workman as their employee, may be of casual nature. Learned Advocate for the second party-workman placed reliance to a passage in page-491 of the citation reported in 1950—83 (12) Supreme Court Labour Judgements page 486 (Tandur & Navandgi Stone Quarries (P) Ltd. V. Their Workmen), which reads :

"xx Once it is shown satisfactorily by the documents kept by the appellant itself that the relationship between the appellant and the so-called contractors commenced with their employment as employees, then there is very little room for argument as to whether the parties are related to each other as master and servant or not. The hours of work, the manner of paying the wages and the quantity of work expected from the employees are then matters of contract; but as soon as the basic relationship of master and servant is satisfactorily proved by the appellant's documents, the terms of contract and the problem as to whether the work is supervised by the employer or not, becomes relatively unimportant. xx"

Throughout the case the management has not furnished any document that after the origin of Ext. 11 the second party-workman as a contractor furnished

any bill to be paid to him according to the amount submitted in the bill, but on the other hand, records go to show that the second party was being paid his monthly wages as before the origin of Ext. 11. Further it transpires that the wage of the second party-workman underwent upward revision time and again. All these facts are suggestive of, the only conclusion that there exists master and servant relationship between the first party-management and the second party-workman.

8. It is the admitted case of both the parties that the workman has completed 21 years of service as Caretaker in Holiday Home, Puri as a casual workman. Add to it, the revelation that he is the contractor of Holiday Home, Puri has no material effect for the origin of Ext. 13. Add to it, it will not be out of place to lay emphasis that not to flout and disobey the authorities at the risk of loosing his job such revelation in Exts. D, F, F|2, F|3, F|4, F|5, F|6, F|7, F|8, F|9, F|10, F|11, F|12, and F|13 seemed to have been entered into by the second party-workman. Apparently, these documents seemed to have originated to mitigate the impending threats of loosing his job. The first party-management has not laid any material to lay a belief that before the issue of Ext. 11, the second party-workman was given a prior notice of one month before the date of retrenchment, or wage in lieu of the notice or the retrenchment, compensation although by the time Ext. 11 originated the second party-workman had completed seven years span in the service of the first party-management. On the facts of this case and on the ratio of the citation referred to above, this Tribunal is of the view that such revelation in Exts. 12, 14, 15, 16, 17, 18, 19, C, C|1, E, K, L & M and Exts. D, F, F|1, F|2, F|3, F|4, F|5, F|6, F|7, F|8, F|9, F|10, F|11, F|12 and F|13 will not stand on the way, except to hold that there was employer-employee relationship between the first party-management and the second party-workman even after the origin of Ext. 11 which continued althrough, as have been said herein before.

9. Both the parties have admitted that the first party-management has paid Rs. 10,800 to the second party-workman inclusive of the one month's consideration as full and final settlement with regard to the 'caretaking' arrangement of the Holiday Home, Puri. Of course, in clear terms the written statement or Ext. 19 has no revelation that the said amount has been paid as a recourse to the fulfilment of Section 25-F of the Industrial Disputes Act, but on a calculation made at the argument stage, learned Advocate for the management submitted that Section 25-F of the Industrial Disputes Act, has been satisfied by payment of this wholesome amount of Rs. 10,800, and has further placed reliance in the citation reported in 1986 (II) Lab. IC, 1399 (Jayanta Nath Mazumdar v. State). Learned Advocate for the workman resisted the entire contention by contending that in the absence of clear mention in the pleading that Section 25-F of the Industrial Disputes Act, has been satisfied, Rs. 10,800 paid to the workman has no bearing in this case. He also contended that the citation is not applicable to the present case.

On this rival contentions, this Tribunal is of the view that a tribunal cannot be a mute spectator but will determine the existence or otherwise of a fact on the existing facts of a given case. On that view of the matter, the non-mention in clear terms of the compliance of Section 25-F of the Industrial Disputes Act has no bearing, if the course of events satisfied the norms. In this case, Rs. 800 was the remuneration of the second party-workman at the time of his alleged disengagement. On computation of Section 25-F (a) & (b) read with Section 25-B of the Industrial Disputes Act, for completed 21 years of service (20 years four months and some odd days) the compensation to be made payable to the second party-workman will be Rs. 8,400. Further, in absence of service of prior notice the second party-workman is entitled not only for his last wage but also Rs. 800 as the amount in lieu of the notice. Therefore, on a net appreciation, the second party-workman was required to be paid Rs. 10,000 (Rs. 8,400+Rs. 1,600=Rs. 10,000). Had there been less payment to the second party-workman, the tribunal could have hold that Section 25-F of the Industrial Disputes Act has not been complied, but as against the due amount of Rs. 10,000 the second party-workman has received Rs. 10,800. All these are academic discussions.

10. In the instant case the compliance or non-compliance of Section 25-F of the Industrial Disputes Act is not a material question. Though the parties have not pleaded that more than 100 workmen are in the employment of the first party, but judicial notice can be taken on the category of posts listed in 'Indian Airlines Recruitment & Promotion Rules' filed by the first party-management on 21-5-1995 that more than 100 workmen are in the employment under the first party-management per working day, therefore, Section 25-N of the Industrial Disputes Act is applicable. On application of Section 25-N of the Industrial Disputes Act, the first party-management ought to have laid proof that on the permission of the appropriate Government the second party-workman has been retrenched from service. In the absence of material it can be presumed that the first party-management has not obtained any permission from the appropriate Government. Therefore, the disengagement/retrenchment of the second party-workman has its consequential effect. Therefore, by application of Section 25-N(7) of the Industrial Disputes Act, the retrenchment is illegal. In the circumstance, the second party-workman is entitled to all the benefits till the age of 58 years of age. So, taking all probabilities to consideration on his own deposition till 30-3-1996

the second party-workman should have continued in service. Therefore, he is entitled for back wages @Rs. 800 per month.

11. This Tribunal has already come to a finding that compliance or non-compliance of Section 25-F of the Industrial Disputes Act, is not a material question, consequently the amount of Rs. 10,800 paid to the second party-workman was an untimely payment. This Rs. 10,800 paid to the second party-workman is required to be adjusted from the final amount payable to the second party-workman.

12. In the net, the disengagement of Sri Sarangdhar Sastri (second party-workman) by the first party-management is illegal and not justified. Sri Sarangdhar Sastri is deemed to be in service till 30-3-1996 with all his back wages. His back wages be paid to him within two months from the date of publication of this Award.

The reference is answered and the Award is passed accordingly.

Dictated to corrected by me.

Dated : 15-09-1997.

M. R. BEHERA, Presiding Officer

नई शिल्पी, 7 अक्टूबर, 1997

का.या. 2716.—वास्तवी राज्य बीमा अधिनियम, 1948 (1948 का 34) कीधारा-1 वीउपधारा (3) द्वारा प्रदत्त अधिकारी को प्रदोग करते हुए, केन्द्रीय सरकार एतेहारा 1 नवम्बर, 1997 वीउस तारीख के ल्य में नियत वरहती है, जिसको उक्त अधिनियम के अध्याय-1 (धारा-44 और 45 के सिवाय जो पहले ही प्रवृत्त वी जा चुकी है) और अध्याय-5 और 8 (धारा-78 वीउपधारा (1) वीरधारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त वी जा चुकी है) के उपर्युक्त विभिन्न राज्य के निम्नलिखित देशों में प्रवृत्त हों, अवधि:-

व.स. राजस्व ब्राम का नाम हवबस्त संघर्ष जिला

1.	भूति	105	कपूरखला
2.	जमालपुर	106	कपूरखला
3.	महतान	89	कपूरखला
4.	सरोरी	86	कपूरखला

[संख्या एस-38013/19/97-एसएच-I]

ज.पी. शुक्ला, अवर सचिव

New Delhi, the 7th October, 1997

S.O. 2716.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st November, 1997 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Punjab namely :—

S. No.	Name of Revenue	Had Bast No.	District
1.	Mauli	105	Kapurthala
2.	Jamalpur	106	Kapurthala
3.	Mehtan	89	Kapurthala
4.	Sapor	86	Kapurthala

[No. S-38013|19|97-SS. I]
J. P. SHUKLA, Under Secy.

नई दिल्ली, 7 अक्टूबर, 1997

का.आ 2717.—वर्तमानी भविष्य निवि एवं प्रवीण उपदेश अधिनियम, 1952 (1952 का 19) वो आरा 5क वो वी उपबारा (1) आरा प्रबल अविक्षयो का प्रबोग करते हुए, केन्द्रीय सरकार श्री डल्लू. प्रार. वरद राजन वो केन्द्रीय न्यायी वोर्ड के सदस्य के रूप में नियुक्त करती है वोर 10 अक्टूबर, 1997 थो भारत के राजपत्र, असाधारण, के भाग-II खंड 3, उप-खंड (ii) में विकासित भारत सरकार के श्रम मंत्रालय वो दिनांक 9 अक्टूबर, 1997 की अधिसूचना का.आ. 321(अ) में निम्नानियत संशोधन दरवी है।

2. उष्टुत अधिसूचना में वस लंब्या 42 के भासने और इससे संगति प्रविलियों के लिए निम्नानियत अतिमापित किया जाएगा, अधिति :—

श्री डल्लू. प्रार. वरद राजन,
मन्त्रिव, लीट और उपाध्यक्ष
टी.ए.न. सेट कमेटी,
ए.ई.-113, मेन रोड,
असाधारण, चेन्नई-600040

[लंब्या वी-20012/1/97-एस.एस.-II]
जे.पी. शुक्ला, अवर सचिव

New Delhi, the 7th October, 1997

S.O. 2717.—In exercise of the powers conferred by sub-section (1) of section 5A of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby appoints Shri W. R. Varada Rajan as a member of the Central Board of Trustees and makes the following amendment in the Notification of the Government of India in the Ministry of Labour No. S.O. 321(E) dated the 9th April, 1997 published in Part-II, section 3, sub-section (ii) of the Gazette of India extraordinary dated the 10th April, 1997

2. In the said notification, against serial No. 42 and entries relating thereto, the following shall be inserted namely :—

Shri W. R. Varada Rajan,
Secretary, CITU and
Vice-President,
T. N. State Committee,
AE-113, Tenth Main Road,
Annanagar,
CHENNAI-600040.

[No. V-20012/1/97-SS. II]
J. P. SHUKLA, Under Secy.

